



**PENZANCE
COUNCIL**

PENLEE HOUSE
—  —
Gallery & Museum

SCHEDULE 1 - CONCESSION SPECIFICATION

Coach House Cafe Tender, Penlee House Gallery and Museum

Penzance Council

August 2025 Version (Draft)

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1. BACKGROUND INFORMATION

- 1.1. Penzance Council is seeking a concessionaire to operate a new café concession in the historic Coach House along with a potential coffee provision at Penlee House Gallery & Museum
- 1.2. The Coach House café project is part funded by the UK Government's Town Deal programme in partnership with Penzance Town Deal and Cornwall Council.
- 1.3. Included in the provision of this concession will be:
 - 1.3.1. A fully serviced café / restaurant within the redeveloped Coach House building within Penlee Park. The café will operate as the gallery café for Penlee House Gallery & Museum, as well as serving the wider community, Penlee Park and the Open Air Theatre
 - 1.3.2. Licence to provide and operate provision from within the confines of Penlee House, this will be a smaller coffee and cake provision.
- 1.4. The new premises consists of the following facilities:
 - 1.4.1. Commercial kitchen / tabled seating area / outside seating area / 5 x toilet / 1 x accessible toilet with baby change
- 1.5. The existing space within the confines of Penlee House includes:
 - 1.5.1. Kitchen / tabled seating area / outdoor seating area
- 1.6. 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

Existing Setting

- 1.7. [Penlee House Gallery and Museum](#) is located in the highly valued Penlee Park, a key asset for Penzance's community and visitors alike, owned and operated by Penzance Council. The gallery attracts between 25,000 (2022-23) and 29,000 (2024-25) visitors a year with exhibitions relating to key members of the Newlyn School of Artists, such as 'The Exceptional Harold Harvey' in 2024, to broader themes, such as 'Birds: The Art of Cornwall's Birdlife in 2025.
- 1.8. The gallery and museum houses nationally important art collections including the [West Cornwall Artists \(c.1880 – c.1940\)](#).
- 1.9. In addition to the gallery's collection of art and museum artefacts, Penlee House also hosts a range of exhibitions, events and community workshops throughout the year
- 1.10. Within easy access to Penlee House are other key facilities which attract additional

footfall to the area:

- 1.10.1. [Penlee Park](#) including Penlee Park Open Air Theatre, and the nearby Morrab Gardens.
- 1.10.2. Penzance Tennis Club. Around 100 people including members and visitors use the club on a daily basis.
- 1.10.3. Wellfields Car Park which currently has 162 car parking spaces
- 1.10.4. Morrab Road which is a main link from the top of Penzance Town to Western Promenade which is part of the nationally important Southwest Coast Path.

Existing Café arrangements

- 1.11. There has been a provision of a successful café at Penlee House Gallery and Museum since 1997 and this has been run as a licenced concession as The Orangery Café, by Tarsum Limited since 1997.
- 1.12. Details of the existing arrangements can be found here:
<https://penleehouse.org.uk/cafe/>

Coach House Café Operation

- 1.13. Main footfall for the Café restaurant and light refreshment spaces are typically expected to be:
 - 1.13.1. Visitors to Penlee House Gallery & Museum, 25,000 (2022-23) and 29,000 (2024-25) visitors a year
 - 1.13.2. Users of the nearby parks and gardens
 - 1.13.3. Local residents and tourists
 - 1.13.4. Attendees of Penlee Open Air Theatre approximately 100 attendees a night between May and September

There is also opportunity to maximise the use of the café operation for events, these would be managed by the café operator.

- 1.14. As well as Penlee House the Concessionaire would need to be mindful of opportunity for engagement with key partner organisations:
 - 1.14.1. Penzance Council – who are the stewards, on behalf of the residents of Penzance, of both Penlee House Gallery and Museum, Penlee Park, Memorial Garden and The Coach House. Penzance Council Officers inhabit offices on the first floor of the adjoining building with their meeting room on the ground floor.
 - 1.14.2. Penlee Open Air Theatre – the theatre audience will be a key



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demographic for the Coach House café during the theatre season (May-September). The events range from theatre performances to music gigs, with the majority of the programming being evening events, with some matinee performances at weekends.

Other key information

- 1.15. This Specification and the accompanying tender documents are designed to enable accurate response to this opportunity, and to ensure that all parties submitting tenders have a clear understanding of the extent and quality of the services required, and the importance placed on the partnership between the parties involved.
- 1.16. The Concession is offered in line with the overall Headline Terms as issued with this Tender and is offered solely under Licence.



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2. OBJECTIVES

- 2.1. The specific objectives of letting the Concessions Contract are:
- 2.1.1. To create the provision of a valued community facility that positively complements Penlee House Gallery & Museum and the wider Penlee Park. It will be a valuable community asset, allowing for extended opening hours (compared to current provision), which will enable visitors to the park and the Open Air Theatre to use the facility outside of gallery opening hours.
 - 2.1.2. To provide an income stream income / return to Penlee house through the Concession arrangement.
 - 2.1.3. To have a Concessionaire who takes pride in operating from the facility, creating and maintaining a welcoming environment as well as being the “eyes and ears” for the area, supporting keeping the site clean and tidy.
 - 2.1.4. Have a Concessionaire who shares the passion of Penlee House/Penzance Council to make the overall facility a successful and valued community asset and work in partnership with the Town Council and key partners.
 - 2.1.5. To support Plastic Free Penzance initiative by ensuring no single-use plastic takeaway items and drinks containers, including bags, cutlery and containers.
 - 2.1.6. Support a focus on local produce where possible and high-quality food with high welfare standards. It will be a requirement that a variety of diets are catered for (vegan, dairy free / gluten free etc.). Council will require oversight of menus to ensure they meet expectations.
 - 2.1.7. Be of low resource impact for Penlee House Gallery & Museum and Penzance Council.
- 2.2. Penzance Council (owner and operator of Penlee House Gallery & Museum seek an area for customers to have enjoyable, value for money experiences, whether as part of visiting Penlee House or whilst enjoying the wider community assets. The Concessionaire shall deliver these objectives through:
- 2.2.1. Working in effective partnership with the Penlee House and the Penzance Council.
 - 2.2.2. Sharing knowledge and developing effective systems.
 - 2.2.3. Demonstrating agility in response to existing and potential market needs.
 - 2.2.4. Being proactive in extending the services and seeking new opportunities.



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3. INTRODUCING THE NEW CAFÉ/RESTURANT AND LIGHT REFRESHMENT SPACE

New Café/restaurant space

- 3.1. Details of the new café/ restaurant space can be seen on the accompanying plans
- 3.2. To enable the operating a Cafe / Restaurant and light refreshment Concession the core facilities of this Concession include:
 - 3.2.1. **Kitchen and preparation area** (6.6 metres by 2.8 metres) – a professional commercial kitchen has been installed by GS Catering Limited including:
 - 3.2.2. LIST as set out in Kitchen Equipment List
 - 3.2.3. The flooring to the kitchen area is an altro vinyl floor
 - 3.2.4. The Kitchen can be accessed via the adjoining servery space.
 - 3.2.5. An external fenced area is accessible from the kitchen. This contains air source heat pump unit, and bin storage.
 - 3.2.6. **Servery space** (4.7 metres by 2.8 metres) has a roller fire shutter. The servery can be accessed via a door to the outside of the premises and through the main seating / dining area.
 - 3.2.7. **Seating and Dining area** (4.7 metres by 15.1 metres) which has seating for approximately 46 seated customers at table locations plus approximately a further 12 at edge stool seating. The seating is a mix of bench seating and movable chairs, as well as stools at counters.
 - 3.2.8. The area has limited plug sockets in the the public area that can be used for charging laptops/phones. A TV screen, shows 'What's On' and upcoming events at Penlee House and in Penlee Park
 - 3.2.9. **Toilet cubicles** (5 number unisex cubicles (1.1 metres by 1.8 metres)). The toilets are equipped with toilet, sink, hand dryer
 - 3.2.10. **Accessible / Baby Changing Toilet** (1 unisex cubicles 2.2 metres by 1.5 metres).The toilets are equipped with accessible toilet providing a toilet and baby change facility / grab rails, emergency call feature, sink, electric hand dryer
- 3.3. In agreement the Council is willing to permit the Concessionaire permission to adapt to incorporate necessary catering equipment to operate as a successful business.
- 3.4. An external terrace with three seating areas (10 metres by 10 metres, 9.3 metres by 3.4 metres and 5.4 metres by 7 metres) allowing for further seating of up to 60 customers is also included in the café provision.



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- 3.5. The concessionaire will support the operation of Penlee House hosting out of hours events as required. The Council would commit to proactively working with the Concessionaire, so they are fully aware of activities being held.
- 3.6. A provision is allowed for the café operator to enable booking of the café as an event space, providing any licencing and operating hours agreements are met.
- 3.7. The Council wishes to retain some rights of access to all areas in order to provide the best community resource possible, with clear agreement with the Concessionaire.
- 3.8. The tender for this opportunity is the first time that it has been put to tender and as such the concession area is vacant and unincumbered from any previous incumbent.
- 3.9. **Utilities** - The site benefits from mains water, electricity and mains drainage.
- 3.10. The premise benefits from separate meters from the other onsite premises. The Concessionaire will be required to arrange and pay all relevant utility bills in connection with operating the premise.
- 3.11. The Concessionaire would be responsible for the cleaning and maintenance of the Premises (both the service kitchen, dining and seating area, toilets and associated area)
- 3.12. **Furniture, Fittings and Equipment** – The Council will provide furniture (tables / chairs) within the Concession area both internally and externally. Penzance Council will provide a fully equipped commercial kitchen. The Concessionaire would be required to equip out the facilities to a professional quality standard including:
- 3.12.1. Crockery / utensils
- 3.12.2. Countertop appliances as required by Concessionaire
- 3.13. The Concessionaire will be allowed, if agreement is given by the Council, further fixtures and fittings as they see fit to run the Concession successfully.
- 3.14. **Repairs and Maintenance** – Internal repairs to the café premises, compliance with statute and statutory testing of fire alarms, emergency lighting etc. will be the responsibility of the Concessionaire. Evidence of inspection will be required by the Council.
- 3.15. The Concessionaire to undertake such repairs, maintenance and statutory testing under the terms of the Licence.
- 3.16. Storage space is limited, and if additional space is considered necessary this will need to be agreed with the Council.
- 3.17. The café operator will be responsible for all refuse and recycling disposal including food recycling, and sanitary waste for toilets.
- 3.18. The concessionaire will work with the Penlee House Gallery & Museum team to



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support the provision of the sale of artworks by local artists and allow promotional material for Penlee House including advertisements on the dedicated TV and 'table talkers' to advertise exhibitions currently on show.

Penlee House Light refreshment space

- 3.19. A small provision providing customers to Penlee House Gallery & Museum with coffee and cake.
- 3.20. Provision will be required for a dedicated table to be available within this space for the use of gallery stewards on their designated breaks (11.15-12.00 and 14.30-15.15). Provision will be made for the providing of pre-booked refreshments (tea and cake/scone) to be available for each steward for these set times. Record of the refreshment orders will be required, as the cost of this output will be paid by Penzance Council on receipt of register of refreshments and invoice at 25% discount on retail price.
- 3.21. Utilities – there will be free use of utilities directly related to operations inside of Penlee House subject the Concessionaire acting responsibly for ensuring careful usage of utilities

General points (related to both Café restaurant and Penlee House light refreshments space)

- 3.22. The Council consider that there is significant potential to maximise commercial opportunity from the Premises and would welcome proposals to work in partnership with the Concessionaire to maximise the commercial outcomes from the operations.



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4. BUDGET COMMITMENTS

- 4.1. The concessionaire will be responsible for the payment of non-domestic rates (currently £798.40 per annum under community education space designation), non-domestic rates for café to be confirmed on registration of building as such for non-domestic rates).
- 4.2. As noted, the Council has provided furniture to the inside and outside of the concession, any additional capital commitments will be the responsibility of the Concessionaire. The Council will replace end of life furniture as per the original furniture specifications.
- 4.3. Penzance Council provides a professional kitchen and will replace any equipment at end of life (as per original specifications). Day-to-day maintenance and repairs of all kitchen equipment and furniture will be the responsibility of the concessionaire. The Council will be responsible for any replacement of any non-reparable fittings, as per an agreed buildings inventory.
- 4.4. The Concessionaire will ensure all Appliances, furniture, fixtures and fittings and Light Equipment are cleaned and regularly serviced and tested as per manufacturer operating manuals and Health and Safety Regulations. Servicing and repairs of catering appliances must be carried out by a manufacturer approved company. Evidencing of this and reporting on it will be a requirement of the operation.
- 4.5. The concessionaire will provide a discount to all 30 Penzance Council staff for takeaway food and beverages. Stewards refreshments will be invoiced at 25% discount on retail price.
- 4.6. The Council understands that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to this contract. Bidders are advised to seek their own legal advice on the implications of TUPE. Where applicable, the incumbent provider will provide employee liability information to selected bidders.

5. QUALITY OF SERVICE / FOOD STANDARDS OVERVIEW

- 5.1. The Concessionaire will have freedom to operate in a manner that is commercially viable. However, in support of this the aim will be for the Concessionaire to:
 - 5.1.1. Provide a welcoming and friendly service for customers, one which is inclusive to all.
 - 5.1.2. Provide a consistent quality of service for customers, to a standard that meets or exceeds their expectations.
 - 5.1.3. Provide a clear and competitive pricing which reflects good value for



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money.

- 5.1.4. Meets the outcomes set in the objectives in this document.
- 5.2. Price tariffs shall be presented in a format that shows the total cost to the Customer.
- 5.3. The Concessionaire will ensure compliance with Food Hygiene Standards. In addition, the Concessionaire will ensure clear and accurate food labelling around allergies.
- 5.4. Within the limitations of the site and overall Concession itself where possible the Concessionaire would look to support principles of:
 - 5.4.1. Choice
 - 5.4.2. Healthy eating
 - 5.4.3. Take-away options for food and beverage
 - 5.4.4. Local sourcing / seasonality / Fairtrade
 - 5.4.5. Dietary-specific options such as vegan, vegetarian and gluten free
 - 5.4.6. Waste minimisation and work to reduce food waste
 - 5.4.7. Clear and transparent food labelling
 - 5.4.8. Maintain a minimum four-star with optimum five-star Food Hygiene Rating

6. EQUALITIES

- 6.1. The Concessionaire shall support and develop equality of opportunity, diversity, inclusion and representation in the service provided to customers and the community.
- 6.2. The Concessionaire is therefore required to be mindful of this and also be mindful where particular consideration is to be made to a range of stakeholders including:
 - 6.2.1. Vulnerable Adults.
 - 6.2.2. Persons with visual, hearing or mobility impairment.
 - 6.2.3. On occasions potentially violent, abusive or aggressive persons.
 - 6.2.4. Persons with limited understanding of the English language.
 - 6.2.5. Persons with particular requirements because of their ethnic, religious or other backgrounds.

7. BRAND AND MARKETING

- 7.1. Penzance Council will be responsible for the branding of the café, being in the same style as Penlee House Gallery & Museum.
- 7.2. The operating name of the café will be, The Coach House Café.



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- 7.3. The concessionaire may use any logos already existing for their business operation so long as they also refer to the café name in all marketing i.e. The Coach House Café operated by [...]
- 7.4. The Concessionaire may market and promote the facility using their own social media if they wish. Penlee House will manage the dedicated webpage related to the café on their own website, with the operator being required to provide menus for online publication.
- 7.5. The Concessionaire shall be responsible for the costs associated with any marketing they choose to do themselves. This will need to be approved by the Council before publication.
- 7.6. The Concessionaire will need to provide a feedback / complaints procedure and contact details.
- 7.7. The Council will promote its own activities in café space including on the dedicated TV screen. Guidelines to be provided about what the operator can promote in space.
- 7.8. The Concessionaire will be required to present a professional and presentable look in delivery of operations within the premises, onsite and surrounding areas. The Concessionaire will be responsible for ensuring its staff attire is presentable and suitable, including to ensure food hygiene standards.

8. CONCESSIONAIRE TEAM

- 8.1. The Concessionaire will ensure that the services shall be performed by appropriately trained and qualified personnel, with exceptional customer service skills. The Concessionaire will make every effort to maximise local employment opportunities and support principles of community inclusion / apprenticeship.

9. TRAINING

- 9.1. The Concessionaire shall be responsible for their staff training. It is a requirement for café staff to have a minimum Foundation Certificate in Food Hygiene and Safety. It is recommended that all staff are trained in at least, Health and Safety and Customer Care skills.
- 9.2. Staff should have a sufficient understanding of special diets to provide customers with accurate advice about the options available.
- 9.3. Staff will be aware of any standards to which foods have been certified, and further background information about these standards will be made freely available on the premises, or on the supplier's website.
- 9.4. The concessionaire is responsible for first aid provision, including ensuring suitable training is undertaken by staff, and first aid kits are available. The concessionaire will

be responsible for ensuring that there is always one member of its team on shift that is first aid trained.

10. CASH HANDLING

- 10.1 The Concessionaire shall be responsible for all cash receipts, including VAT, from the cafe.
- 10.2 The management and cost of cash collection and security will be the sole responsibility of the Concessionaire, including the provision of cash register and other items such as card readers.
- 10.3 It will be a requirement of the café operation that they allow customers to pay with cash as well as card.

11. ENVIRONMENTAL MANAGEMENT

- 11.1 The Concessionaire shall support the goals of environmental management, including, start-up and shutdown schedule for lights, equipment, and other energy-consuming items.
- 11.2 The Concessionaire shall have a maintenance checklist and records of inspections for lighting, equipment, and other energy-consuming items.
- 11.3 The Concessionaire shall perform and document manufacturer recommended cleaning to all appliances on site to ensure all equipment is functioning properly and maintaining energy efficiency levels.
- 11.4 The Concessionaire shall have a water conservation checklist and records of inspections that include at least the following:
 - 11.4.1 Turn off taps not in use;
 - 11.4.2 Regularly check for leaks;
 - 11.4.3 Do not use running water to melt ice in sinks;
 - 11.4.4 Operate dishwashers when full, whenever possible;
 - 11.4.5 Dishwasher temperature shall be set to the lowest temperature allowed by health regulations and consistent with the type of sanitising system used.

12. WASTE MANAGEMENT

- 12.1 The Concessionaire will pay for and organise all waste and recycling collection associated with running the Concession.
- 12.1 To reduce waste generation, the Concessionaire shall look to serve food / beverages using reusable cutlery, glassware and crockery, and also customer option to bring own

reusable cups.

- 12.2 Takeaway food/beverages should be served in compostable materials.

13 RECYCLING AND SUSTAINABILITY

- 13.1 The Council would expect the concessionaire to dispose of all food waste in a legal, ethical and sustainable way, wherever possible
- 13.2 The Concessionaire shall look to maximise opportunities for recycling options. Materials to be recycled shall include, but are not limited to, aluminium and steel food and drink cans, plastics, glass, and cardboard.
- 13.3 The Concessionaire shall eliminate non-essential disposable products, and the following items shall not be used:
- 13.3.1 Polystyrene packaging and cups;
 - 13.3.2 PS06 (polystyrene) (e.g. utensils);
 - 13.3.3 Plastic bags (except for bin liners);
- 13.4 In addition, single portion condiments and disposable napkins, utensils, and straws (not plastic) shall be provided upon customer request or with single portion dispensers, where applicable. Costs of waste disposal will be the sole responsibility of the Concessionaire.
- 13.5 Wherever possible the Concessionaire shall look to avoid the use of Single Use Plastic.
- 13.6 The Concessionaire will be required to commit to the Sustainable Penzance Refill PZ scheme

14 PEST CONTROL, CLEANING AND DEEP CLEANING

- 14.1 The Concessionaire will be responsible for all cleaning and deep cleaning in the Concession, leaving areas hygienic and ready for the next use at the end of each day. Records of cleaning to be kept, such as toilet cleaning log, and logs for deep cleaning signed by members of staff when completed.

15 ENTRY AND OPENING HOURS

- 15.1 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. Access times for preparation and close up will be agreed with the Concessionaire.
- 15.2 Peak times are typically between April (Easter period) and July to September, weather

conditions permitting.

- 15.3 Bidders should state if they consider there would be any variations during the year.
- 15.4 The Concessionaire shall be responsible for providing clear and transparent information to customers and members of the public on opening times.
- 15.5 The Concessionaire will be responsible for security in regards to opening and locking of the new premises aligned to the hours of operation of the Concession. This will include ensuring that the premises are empty of members of the public at time of locking.

16 HEADLINE TERMS

- 16.1 The Town Council has drafted Headline Terms for the Concession. This should be read in conjunction with this Specification and will apply to the Concessionaire.

17 CONCESSION FEE

- 17.1 The Concessionaire will deliver to the Council the agreed commercial model as set out in the Headline Terms
- 17.2 In line with the commercial model the Concessionaire will pay the Council all its fees quarterly (June, September, December and March).
- 17.3 Six months ahead of end of year will see annual review periods introduced.
- 17.4 Agreement to extend beyond year 3 will be subject to review of overall performance of the Concessionaire and an assessment of return based on Operating Profit. The Town Council in conjunction with the Concessionaire will review the potential for commercial payback to the Town Council at end of year three based on Operating Profit.
- 17.5 To assist the discussions the Concessionaire would be required to provide the accounts for the concession operations on the basis of an Open Book Accounting basis.

18 NATIONAL LIVING WAGE

- 18.1 It should be noted that the Council is an employer that pays all its employees, as a minimum, the 'National Living Wage' and will only enter into a contract with a Concessionaire that do similar.
- 18.2 Any Concessionaire tendering for the works as described in this document, by doing so, confirms that it also pays all employees over 21 years of age the 'National Living Wage'.



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19 SOCIAL VALUE

- 19.1 The Concessionaire's attention is drawn to the fact that consideration on award of the Concession will include assessing how the Concessionaire will deliver Social Value in the community.
- 19.2 As part of the applicant's response to the method statement they will be asked to outline how they would support Social Value in the delivery of the Concession. In relation to this contract the Town Council sees the following as being areas where through the delivery of the Services positive outcomes to Social, Economic and Environmental outcomes could be achieved, in particular:
- 16.1.1 Within the workforce this could be supporting apprenticeships, plus arrangements to ensure that staff are fairly recompensed for work undertaken.
 - 16.1.2 Supporting environmental outcomes (including reduction of use of products / material that are harmful to the environment or working practices that minimise environmental damage), as well as making a positive contribution to the Town Council's pledge around removing use of "single use plastics".
 - 16.1.3 Social outcomes may also include details on how the Supplier would look to support community initiatives and / or work to make a positive outcome within the wider community.
 - 16.1.4 Social benefits to communities within the area including increasing social inclusion and breaking down social exclusion.
- 16.2 The above list is not exclusive or exhaustive but an indication on what are deemed to be relevant and proportional areas for Social Value consideration to this Concession.

17 DEFINITIONS

Appliances	In summary this shall include (but not be limited to): Cooker, microwave, dishwasher etc.
Concession	Means the café and facility at The Coach House Café, Penlee Park
Concessionaire	Means the organisation named in the articles of agreement
Customer	Means a third party to whom the Concessionaire provides services



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Events	Means Events that are approved by the Town Council within the premises adjoining the Concession
Furniture	In summary this shall include related furniture for customers of the Concession and may include tables and chairs both within and outside of the premises.
Licence	Means the licence to occupy and operate from the premises described
Light Equipment	In summary this shall include (but is not limited to): Crockery, cutlery and glassware, display dishes, display and marketing boards, Kitchenware including pots and pans, tills and IT equipment supplied by Concessionaire
Operating Profit	Means operating profit is a company's profit after all expenses are taken out
Open Book Accounting	Means the Concessionaire providing transparent records of the costs they have incurred around the Concession in order to support negotiations on annual reviews from year 1 onwards
The Council	Means Penzance Council and the Town Council's representative, appointed for the purpose of managing the contract

