



## UNIQUE CATERING CONCESSION TO LET BEACH CAFÉ, WEST END GARDENS MORECAMBE PROMENADE.

**CLOSING DATE: Friday 9th May 2025** 



Lancaster City Council wish to grant a lease of the above property.

#### **Description**

As part of the Winning Back the West End scheme championed by Lancaster City Council in the early 2000's, an area to the western end of the Promenade was redeveloped close to the Battery Hotel, the Battery breakwater car park and the beach. New gardens were created with artwork and a play area and as part of this redevelopment a permanent café building was constructed along with a block of public toilets. The café has been leased out to private operators since 2008 but is now vacant.

The Council are offering this unique opportunity to the market. A location plan and a plan showing the layout of the café are attached.

The City Council is looking for a quality food and drink operator that enhance the experience and meet the needs of visitors to this area of the Promenade. The planning permission for the property allows opening hours between 8am and 11pm inclusive seven days a week. The operator must be prepared to open 26 weeks of the year and every weekend throughout the year.

The building extends to approximately 113.2m² with 65m² of café seating and 8.65m² circulation space around the entrance, a kitchen / servery and an accessible toilet within the café building. The building is glazed to the north and south creating light and airy accommodation and making the most of the views over Morecambe Bay. Included in the lease will a tiered seating area to the exterior of the property. It is intended that the lease will be for a three-year period and will be on an internal repairing and insuring basis.

The cafe is in shell condition and is ready to be fitted out by the successful tenant, meeting statutory regulations including Food Hygiene. This will enable the operator to put their own style into the café with décor and seating, as well as meeting their own specific needs in the kitchen.





### **Tendering Process**

It is requested that offers be submitted on the attached form and supplemental sheets if required and in accordance with the attached Schedule of Terms and Conditions, which will form the basis of any letting. Offers received will be considered by way of a matrix which will give weighting to a number of different factors and each will make up a percentage of the overall score. The weighting will be divided up as follows:

Criteria	Maximum score	Essential Score
Financial details of projected fit out including cost breakdown and timetable leading to opening date for operation.	20	
Details of the fit out of the kitchen and café with examples of the interior design and furnishings, including number of covers. (in addition outdoor furniture)	15	12
An outline of the proposed menu, detailing proposed quality and market pitch.	15	12
Details of the applicants experience and track record in running or operating this type of business.	15	10
Details of the proposed opening times, days and duration throughout the year (min 26 weeks, plus weekends).	5	
Environmental and sustainability policy (use of local produce and staff).	5	
Rental offer for the café lease	25	

Once the Council has received and considered the offers, a shortlist of potential operators will be compiled who may be asked to explain their proposals in greater detail. The successful party shall be notified and a formal agreement will be prepared. The Council will check financial and trade references prior to final appointment.

#### Lease

The term of the lease is limited to a period of three years due to a covenant on the land on which the café is built. The tenant, having complied with all the terms of the lease, will have the right to renew under the Landlord and Tenant Act 1954.

#### **Planning**

The property has an A3 permission for the sale of hot and cold drinks and snacks. Any further planning queries please contact: Planning Service (01524) 582376

#### Services

All services will be connected to the property, the tenant will be responsible for the services on the commencement of the lease.

## Rateable Value £4,100

## **Energy Performance Certificate** Energy rating C (61)

### Inspection

A site inspection of the property will be possible by arrangement.

Closing date for offers: No later than 5pm on Friday 9th May 2025

#### **Further Information**

Further information can be obtained from:

Property Group

Tel: 01524 582967

Email: property@lancaster.gov.uk

All descriptions, sizes and other details are provided for guidance and are given in good faith and believed to be correct. Any prospective tenant should not rely on them as statements of fact and must satisfy themselves by inspection or otherwise as to the correctness of the situation.

# **SCHEDULE OF TERMS AND CONDITIONS**

# BEACH CAFÉ, WEST END GARDENS, PROMENADE, MORECAMBE

LANDLORD:	Lancaster City Council Town Hall Lancaster LA1 1PJ	
TENANT:		
PREMISES:	Beach Café, West End Gardens, Morecambe Promenade; as shown edged red on the attached plan, including the tiered seating area as shown coloured green.	
USE:	The premises is to be used for the sale of hot and cold food and beverages only.	
TERM:	From, for a term of three years.	
RENT:	£ per annum, payable monthly in advance	
RATES:	The Tenant will be responsible for business rates and other outgoings in respect of the premises (including, but not exclusively gas, electricity, water, drainage, telephone and security / alarm system).  Small Business Rates relief may be available, subject to consideration of the Tenants application.	
REPAIRS:	The City Council will be responsible for the repair and maintenance of the structural walls, floors, roof and roof timbers.	
	The Tenant will be responsible for the repair and maintenance of the interior of the accommodation and all additions thereto, including partition walls, flooring, window and door frames, all glass in the windows and doors, all locks and fastenings, the landlords fixtures and fittings, all sanitary and water and heating apparatus, baby changing unit, all internal drains and other pipes, eaves and gutters, electricity cables and wires and interior and exterior painting and for keeping the external area clean and tidy.	
INSURANCE:	The City Council will insure the building against fire and specia perils and recoup the premium from the tenant.	

any) and their contents.

The Tenant is responsible for insuring the glass, plate glass (if

ASSIGNMENT/ SUBLETTING: The Tenant is not to assign the lease without the consent of the

Council (such consent not to be unreasonably withheld).

The Tenant is not to underlet or otherwise part with possession

of the premises or any part thereof.

**ALTERATIONS:** 

The Tenant is not to carry out and/or make improvements, alterations or additions to the premises without the written consent of the Council.

VEHICULAR ACCESS:

The Council is to give the Tenant a right of access via the Promenade from the access roadway to the Battery Breakwater car park which is shown for identification only hatched on the attached plan (with or without vehicles) to the Property only for the purpose of the delivery of goods and equipment. No parking is allowed on the Promenade.

FEES:

The Tenant is to pay the Council's reasonable legal and surveyor's fees for the preparation of the tenancy documentation.

The Council's surveyor's fees will be 1% of the initial rental amount (minimum of £75).

**OTHER TERMS:** 

Other terms shall be in accordance with the City Council's standard form of contract used for such tenancies.

The Tenant is to open the Premises daily during the season, i.e. from Good Friday through to 31st October each year from at least 10.00 a.m. until 6.00 p.m., (except in inclement weather conditions) and

Every weekend from 1<sup>st</sup> November through to Good Friday, save when the Christmas public holidays fall on a weekend, each year from at least 10.00 a.m. until 6.00 p.m., (except in inclement weather conditions) and

For special events / festivals and

At other times at the Tenant's discretion.

The Tenant is to display the opening hours of the facility to the public.

All employees and staff including casual staff are to be paid at the real living wage irrespective of age.

The Tenant is to become single use plastic free and contribute further to meeting the climate emergency

The Tenant is to provide high levels of Customer Service and positively contribute to the wider visitor offering and community wellbeing.



