

**BUSINESS OPPORTUNITY
FOR
BOATING AT LLANDRINDOD WELLS LAKE**

FEBRUARY 2018



CONTACT DETAILS

**Regeneration Services
Powys County Council
County Hall
Llandrindod Wells
Powys
LD1 5LG**



BACKGROUND

In 2015, the Welsh Government commissioned a feasibility study on Llandrindod Wells Lake Park. Following publication of this study, Powys County Council ('the Council') has been successful in securing funding from the Rural Community Development Fund, which is funded by the European Agricultural Fund for Rural Development and the Welsh Government. The Council is also contributing match funding to the "Llandrindod Wells Lake Park Regeneration Project".

The project includes a number of improvement works within the area of the Lake Park, namely:

- Enhancement of a woodland trail - improving safety and accessibility;
- Enhancement of the multi-purpose trail to the west of the lake;
- Rejuvenating the "amphitheatre" - including installation of a tensile structure to provide shelter from the elements and renovate/replace seating as necessary;
- Providing the infrastructure to pilot an events business at the "amphitheatre" site for one season;
- Restoring the iconic 'Fabulous Water Beast' sculpture;
- Providing the infrastructure to pilot a boating business on a section of the Lake for one Season.

INTRODUCTION

The Council is seeking proposals for the opportunity of piloting a pedalo boat hire business at the Llandrindod Wells Lake for one Season. The season will operate from Easter 2018 (Saturday 24th March) through to the end of October half term 2018 (Sunday 4th November).

If you are a business, charity or community / special interest group that wishes to operate and pilot this opportunity, then the Council would like to hear from you.

Llandrindod Wells is a busy market town, and is the most central town in Mid Wales. It is a thriving conference and business meeting destination.

The Lake Park area of Llandrindod Wells is a popular tourist location for families, anglers and walkers. The Lake itself is 16 acres and is considered by many as the 'Jewel in the Crown' of Llandrindod Wells, which has since been appointed as the Council's first local Nature Reserve. Overlooking the Lake is a restaurant which offers seating for up to 80 covers.

The area surrounding the lake includes a well-appointed children's play area, woodland area, skateboard park and areas of open parkland.

The town hosts the annual Victorian Festival at the end of August and is also a regular venue for the start/finish of many national car, bike and motor cycle rallies. The annual Welsh 2 Day Enduro is hosted each June on land adjacent to the lakeside restaurant.

The Royal Welsh Show, the largest agricultural show in the U.K., is held in July each year at Llanelwedd, just six miles south of Llandrindod Wells. The town also boasts an international standard outdoor bowling green dating from 1912 which regularly hosts national and international events, along with a newer indoor bowling centre.

Recent years have seen a welcome increase in visitors holidaying in the town as Llandrindod Wells boasts a variety of accommodation to suit all tastes and pockets, including large, well-appointed hotels, licensed guest houses, bed and breakfast, farmhouse accommodation, caravan and camping facilities.

The boating area, as specified on the map in Annex A will be available to be viewed by applicants by appointment only, by contacting Mr Steve Gealy on 01597 827652.

THE LEASE

The term of the lease runs from Saturday 17th March 2018 through to and including Sunday 4th November 2018. This term includes a week's lead-in time for the successful operator to be fully operational and open for business from Saturday 24th March 2018.

The lease is based on the successful applicant taking responsibility for the day to day running and management of the business and all equipment.

For the period of the Lease specified above, the Council will provide the facilities necessary for such a business to operate under a lease agreement, namely:

- A sales kiosk which is to be exclusively used for the hire of boats
- Tether points and alighting point
- Overnight mooring for the boats
- Markers for the boating area of the lake
- A storage area for the lifejackets and rescue boat.

At the end of the Lease, all items will be handed back to the Council in good condition. All assets remain under the Council's ownership upon termination of the lease.

SERVICE CONTRACT

Under a Service Contract agreement for the period of Saturday 17th March 2018 through to Sunday 4th November 2018, the successful applicant will have free use of:

- 3 x 'Rainbow' pedalos (suitable for 4 people, 2 adults and 2 children)
- 3 x 'Red Dragon' pedalos (suitable for 4 people)
- 32 buoyancy aids

which the Council will rent from an external provider for the Season dates outlined above.

The Council will also provide free use of a rescue boat for the operator to use during working hours.

The Operator will assume responsibility for all repairs and day to day maintenance associated with the business.

The Operator shall be expected to keep all areas under their responsibility in good working order, safe, presentable, clean and free of rubbish.

The Operator shall agree to secure the boats at the end of each working day to the tether points situated next to the island (exact locations to be specified).

The Operator shall comply with the Terms and Conditions regarding use of the boats as set out in Annex B. The Operator is to note that they will be responsible for any

loss or damage incurred to the boats or equipment, and any associated charges if incurred.

At the end of the Season, all items will be handed back to the Council in good condition. All assets remain under the Council's ownership upon termination of the Contract.

The Operator shall ensure there is adequate safety/first aid training and provision for staff and adequate safety/first aid provision for customers using the attraction and that staff possess the necessary skills and competencies to manage and maintain the boating operation.

The Operator will ensure that they have adequate Public Liability and Employers Liability Insurance in place to handle any claim arising from this activity.

The business must be operational as a minimum during every weekend and school holidays.

The hours of business will only be permitted in daylight hours.

The Operator shall at all times operate the business with good will and not deliberately or otherwise negatively affect the reputation of the Council or the business through his actions under the right within the Contract.

The viability of the business will be evaluated towards the end of the Lease/Contract period and the Operator shall be required to co-operate and to provide relevant information including participant numbers and takings.

Towards the end of the Lease/Contract, there will be the option of discussing a continuation of the business at the operator's full cost but no guarantee is given that the Lease and Service Agreement will be extended beyond the first season.

YOUR APPLICATION

You will be expected to include the following information in your proposal:

- Demonstrable experience and competency in running a venture of this nature
- The operating hours
- Pricing policy
- Health and safety arrangements
- Safeguarding arrangements
- Risk Assessment
- Staffing structure: Number of staff on duty per day/week
- Staff training and competencies
- Marketing and promotion: your ideas for attracting trade over the term of the lease
- Your ideas for continuing a venture of this nature into the future and how these ideas will benefit the local community
- Any other additional information you consider relevant.

Please also complete and submit the Bid Form (Annex C).

Your proposal must be signed by a person who is appropriately authorised to take on a Business Lease.

Send or deliver your submission to:
Regeneration Service
Powys County Council,
County Hall,
Llandrindod Wells,
Powys, LD1 5LG

Or email it to regeneration@powys.gov.uk

by no later than **12:00 noon on Friday 23rd February 2018.**

All responses will be assessed by a team of stakeholders. It is anticipated that shortlisted applicants will be invited to discuss their proposals in more detail in the week commencing 5th March after which it is hoped the successful new Operator will be confirmed and the Lease and Contract signed.

Please note that the Council has discretion to stop this process at any time.

WHAT THE COUNCIL IS NOT LIABLE FOR

The Council is not liable for any expense you incur in preparing and submitting your application, or for any loss suffered should your application not be accepted. You

must obtain for yourself at your own expense all information necessary for the preparation of your application.

PARTICULAR POINTS TO BEAR IN MIND

Make sure that you are fully familiar with the nature and extent of the obligations outlined in this information pack and which you will take on if your application is accepted.

WHAT TO DO IF YOU HAVE ANY QUESTIONS

If you are unsure of anything outlined in this Information Pack, your contact is:

Steve Gealy
Outdoor Recreation
Powys County Council
The Gwalia
Llandrindod Wells
Powys
LD1 6AA
Tel: 01597 827652
Email: stephen.gealy@powys.gov.uk

CONFIDENTIALITY

- All the information enclosed (and any other information you get later or have already received) is confidential. However, if you need to give anyone information because you need to obtain sureties or quotations (such as for insurance) necessary for the preparation of the Bid, you can give out necessary information if you first obtain from the persons to whom the information is shown an undertaking to the Council to keep the information confidential.
- You must treat the details of your Application and any subsequent Agreement or Contract as private and confidential.
- You must comply with the requirements of the Data Protection Act and EU Privacy Directives and the confidentiality requirements set out in these documents.
- The provisions of this Clause are subject to the provisions of the Freedom of Information Act 2000 and of any Scheme made by the Council under it.
- Please note that all information provided in this document is strictly confidential.

IMPROPER CONDUCT

None of the following is allowed:

Any canvassing: Any Applicant who has directly or indirectly canvassed any member or official of the Council concerning the award of the Lease or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Applicant or Application submitted by any other Applicant shall not be considered for acceptance by the Council.

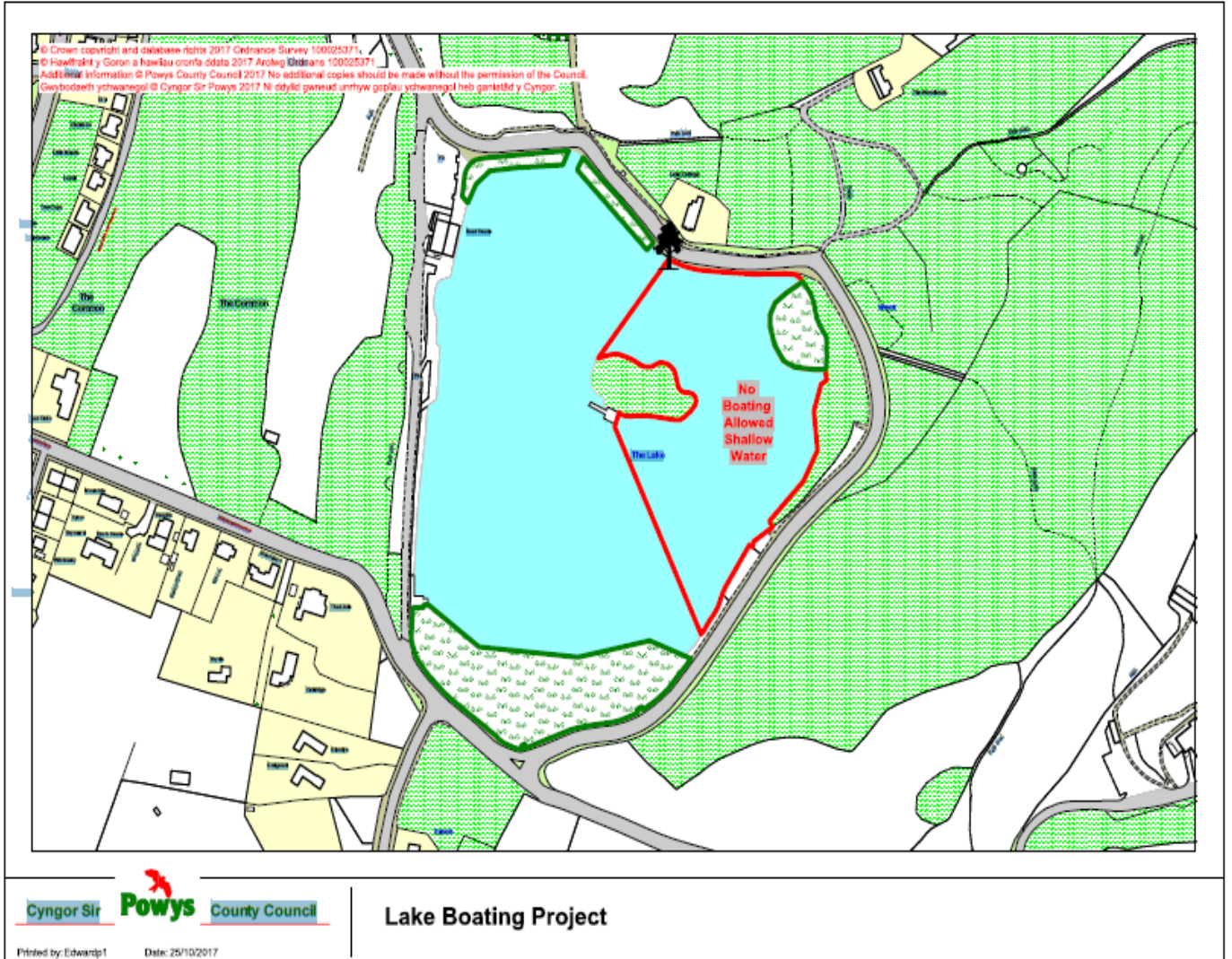
Any breach of confidence: Except as allowed above.

Any inducement: Where someone offers or agrees to pay or give or does pay or give any sum of money, inducement or consideration whether directly or indirectly to any person, group or Applicant for doing or having done or having caused to be done or refraining from doing anything in relation to any other Applicant or any other person's proposed Application; or;

Someone offers, gives or agrees to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to show favour or disfavour to any person in relation to the Lease or any other Lease with the Council, or if the like acts shall have been done by any person employed by the Applicant or acting on their behalf (whether with or without the Applicants knowledge) or if, in relation to any Lease with the Council, the Applicant or any person employed by that Applicant or acting for them shall have committed an offence under the Prevention of Corruption Act 1972, or shall have given any fee or reward, the receipt of which is an offence under Section 117 of the Local Government Act 1972.

Improper conduct may attract criminal liability.

ANNEX A: Map of boating area



ANNEX B

HIRE OF PEDALO BOATS Terms and Conditions

OPERATORS RESPONSIBILITIES

1. All boats are provided at the Operator's risk and the Operator is liable for any loss or damage incurred to the boats or equipment, and any associated charges if incurred.
2. The Operator must notify the Council immediately of any damage or loss of boats or equipment. Boats must not be left unattended.
3. At the end of the Season, boats returned unfit for re-hire (ie damaged, covered in paint, excessive mud etc) are subject to a cleaning charge minimum of £30 per boat.
4. The Operator must ensure that boats stay within the boundaries marked out by the Council.
5. Expenses incurred for collection of boats not returned will be chargeable, including loss of hire.

BOAT HIRE RULES

1. Buoyancy aids are compulsory for all participants.
2. No one intoxicated is allowed on the boats.
3. Only the maximum number of people stated are allowed on the boats.
4. Smoking is not permitted in the boats.
5. It is advised not to stand up in the boats.

ANNEX C

BID FORM

I/We wish to submit the following offer for rental for the Boating business opportunity at Llandrindod Wells Lake which is in accordance with this document.

This rental contribution will include the use of all items as indicated under the Lease and Service Contract sections listed on page 4 plus a contribution towards any services and utilities.

Season Rental offered £

I/We understand that the Council is not bound to accept the highest or any bid. The bidder is in accordance with these documents, and remains valid and open for acceptance by the Council for three months.

Signed: Print:

Date:

Position in Company:

Company:

Address:

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Tel: Fax:

Email: