

## 1. Overview

Redditch Borough Council (“the Authority”) seeks proposals from suitably experienced organisations to manage and operate the Arrow Valley Visitor Centre located off Battens Drive in Redditch on a long term contract from April 2011 onwards.

The Arrow Valley Visitor Centre (currently known as the Arrow Valley Countryside Centre) is located on the lakeside within the Arrow Valley Country Park in the heart of Redditch in Worcestershire.

The Centre and Park are owned and managed by Redditch Borough Council working with partners to deliver specific services.

The Centre currently acts as the hub for the wider country park which includes a large lake with water-sports activities, way-marked walks, play area, spaces for events, sport facilities and parking.

The three-storey Centre opened in 2000 and offers:

- Reception and information service
- Public toilets
- Retail area
- Interpretive and educational displays
- Kitchen and café including balcony and outdoor seating
- Youth water-sports facility and storage and direct lakeside access
- Top floor rooms currently used for training, education and meetings
- Office space
- Lift
- Small outdoor play garden, seating and sculpture.

It acts as a base for events, education, wildlife and community activities, including the provision of fishing permits and season tickets. It is also a base for the Swan Rescue service.

More information on the Centre can be found at [www.redditch.whub.org.uk](http://www.redditch.whub.org.uk)

The Park is thought to attract over 1 million annual visits. Around 34% of visitors to the Park come specifically for the visitor centre and café. The recorded visitor numbers to the Centre in 2008/09 were 324,000. This has risen from figures of £70,000 in its first year of operation in 2000/01. This growth and volume of footfall is achieved with minimal marketing activity.

The Centre is currently run in part by the Authority (for information, community and education activities, retail and meeting space), with part leased to a catering company and the basement floor leased to a youth water-sports trust with lakeside access. These out-sourced management arrangements expire in March 2011.

The Authority wishes to establish a new management regime from 2011 onwards, retaining the ownership, and delivering the visitor services at arm's length through a new single management structure (the "Contractor").

There is no pre-condition on the mix of activities and services that could be run from the Centre and the Authority will work with the successful Contractor to put in place any new operations or management structures that may be necessary to provide a viable and thriving future for the facility.

This tender document describes the core operational parameters required by the Authority in the management of the Centre. In outline they will cover the retention of public access to the Centre as a hub and service point for Park users, the provision of a food service facility, water sports provision, minimum opening hours, and the operation of core functions currently run from the Centre.

This document provides information on:

- Location
- Visitor Profiles
- Management Agreement Framework
- Required Services
- Contract Management and Performance Indicators
- Timetable for Tenders Process
- Company Details
- Contracts

## **2. Location**

Appendix 1 - shows the geographical location of the park in relation to the wider, central zone of Arrow Valley Park

Appendix 2 – details the building curtilage included in this specification.

Appendix 3 – details the basement plans included in this specification

Appendix 4 – details the groundfloor plans included in this specification

Appendix 5 – details the first floor plans included in this specification

### 3. Visitor Profiles

The Centre is currently open every day (except Christmas Day). All public access to the “**ground floor and grounds,**” of the Centre is free and will remain so for the duration of any agreement. Public use for the basement and first floor areas will be determined by the prospective operator, with fees for these operational areas will be determined by operator.

#### ***Throughput Data Source***

Throughput to the site is calculated via the electronic door count indicates the following annual visits per financial year (in round terms):

- 335,000 2009/10
- 324,000 2008/09
- 301,000 2007/08
- 289,000 2006/07
- 259,000 2005/04
- 262,000 2004/05
- 224,000 2003/04
- 208,000 2002/03
- 189,000 2001/02
- 70,000 2000/01

This is steady annual growth over 10 years with an overall increase of 461%.

The Centre is a well used hub for visitors of the central section of the Arrow Valley Country Park, close to strong attractors such as the lake, walks, trails and play areas. It is near car parks. Surveys show that 34% of visitors to the Park have come especially for the centre and café. It is close to the main attractors – the walks attract 57% and the children’s play area attracts 49% of Park users.

The main reason to visit the Park is “a quality family experience” and “a place to escape and relax”. The most popular activities are walking, jogging and using the play area. The main reasons to currently visit the Centre are the adjacent play area outside, interpretation in and around the building, orientation (starting point for trails) and information, the toilets, café and shelter.

The main Centre users currently are:

- Adult and child combos (parents and children, parent and child, grand-parents and grand-children, child-minders and children, etc)
- Older couples
- Walkers (solos and couples)
- Cyclists with their own bike (solos and small groups)
- Wildlife and nature interests
- Outdoor event visitors (spin-off from Centre events in the grounds, Stitch Meadows events and Youth Afloat event)

- Disabled parties and carers.

There are also some specific reasons why some people visit:

- Meeting point for guided walks, health walks (around 3,000 people) and pram fit walks (around 9,000 people)
- Meeting room for conference delegates (around 3,000 people)
- Meeting room and interpretive facility for school parties.
- Organised children's activities (around 2,700 people)
- Organised family learning programme users such as lads and dads (with 60 families per programme)
- Organised adult courses (around 70 people)
- Ticketing for fishing club members and ticker holders.

Other users include dog walkers, joggers, equestrians, volunteer groups (two groups and seven people in total) plus Swan Rescue groups, Youth Afloat users (children and youth groups 6 to 18 years) and sailing club members.

Youth Afloat attracts visitors to the Centre to participate in organised water based activities and training courses and they also use the meeting facility. Their customers are predominately groups, often referred from education, social, or community service. There is very little general public access to their services. Youth Afloat has its own access and user numbers are not included within the Centre visitor count.

The current meeting facilities at the Centre are mainly used by the Authority, other public sector bodies, church groups, voluntary sector, etc. Youth Afloat and schools have first call on the space.

The café currently has 34 covers with push-chair space. The balcony can seat around 20 and garden can take 30 people.

These are issues about the growth capacity of the building on peak days – specially the pinch-points which are the catering and the toilets.

The increase in visitor numbers is due in part to the investment in the adjoining play facilities and the overall quality of the environment driven by the Green Flag accreditation process.

The largest proportion (38%) of visitors to the Park are aged 31 to 40. Only 18% are under 30 (but user surveys tend to focus on the respondent and interviews are not normally conducted with children). There is an even split between males and females. Around one-third of Park visitors are by themselves. Couples account for 22% of visitors and parties of 3 and 4 people account for 36%.

Many people tend to use the Park either daily (28%) or monthly (25%). The daily visitors tend to be walkers, dog walkers and joggers. The weekly visitors

tend to be walkers, joggers and children's play users. The monthly visitors tend to be children's play users and the café / centre users.

Broadly, the wider Country Park has strong appeal to solos and couples using it on a very regular basis, and the Centre appeals to couples and family parties visiting weekly or monthly.

Around half of the Park visitors travel more than two kilometres from home. Only 12% come from within 0.5 kilometres (despite the closeness of residential neighbourhoods). This is evidence of the sub-regional role the Park fulfils. In this respect it is quite different to other Redditch parks.

Most people come by car (64%) and some walk (33%). The average drive is 10 + minutes. The average walk time is 20 to 25 minutes. Very few use public transport. There are nine car parks that serve the Country Park.

The length of stay in the Park is one to three hours. The time spent in the Centre (excluding those on courses, activities, meeting, etc) ranges from a few minutes to use the toilets up to one hour for food and drink combined with a look around the shop and interpretive area.

The Park is used year around. The weekly, monthly and yearly general visitors are influenced by dry and warm weather. The daily dog walkers are out regardless. The summer is the busiest time of the year for the Park. The busiest months for the Centre are July and August, major event days and pre-Christmas (which brings a different market – larger groups with children, virtually all coming by car).

Most visitors say they have always known about the Park, have been before or heard about it from friends and relatives. Marketing activity is relatively low key. The main activities are currently pages within the Council web site, promotions by event organisers for annual events and regular major events, press releases to local media and entrance roadside banners. There are two leaflets produced – the Events in the Park leaflet and the Centre's own leaflet (two editions per year, each with 5,000 copies) promoting the events and wider Park. Leaflet distribution is via Council outlets and brochure racks in the sub-region.

### ***About Redditch***

The Redditch population is 79,200 people. There are 31,700 households. In comparison to Worcestershire and England, Redditch is a comparatively young population (30 to 44) with significantly less people over 65. The ethnic mix is predominately white.

Employment is centred on manufacturing (27%) and wholesale / retail (19%). The unemployment rates are marginally above national averages.

The closest ward – Abbey Ward has 5,300 people residents and 2,000 households. Compared to Redditch as a whole, Abbey Ward has a stronger

Muslim community, more people poorer general health and more economically inactive people. The main social grades are ABC1.

Within 30 minutes drive-time there are 905,000 residents and compared to the GB population there are more Blue Collar Owners, High Income Families, Low Rise Council and Victorian Low Status based on GB MOSAIC lifestyle groups. The Blue Collar Owners can be described as “less expensive neighbourhoods of owner-occupied housing, comfortable and independent lifestyle, few ethnic minorities, family incomes are relatively high, cash rather than credit, fun and relaxation, anglers, dog owners, eat out frequently, TV watchers, leisure time spent on the home garden and car”.

Redditch is not a traditional holiday destination for short breaks or longer main holidays. There is relatively little visitor accommodation in or around the town. But people who stay with friends and relatives are an important sector. The host household is normally tasked with planning or suggesting days out for their visitors and usually escort them. The presence of people staying is the prompt for local people to discover what's on their doorstep.

#### 4. Management Agreement Framework

The Centre currently offers a mix of services. At present there is no overall management plan for the facility. The Authority is looking for a contractor to develop the opportunities for synergies between the services offered from the Centre and the wider Park and community environment.

The Authority has four key aims which underpin the proposed change in the management arrangements:

1. To minimise the cost of the Centre to the Council
2. To secure existing public access and improve access for Redditch residents
3. To retain the main activities programme
4. To maintain the wider public benefits the Centre brings.

The Authority wishes to let the management of the Centre and its immediate surrounds on a long term **Full Repairing Lease** to an organisation to develop commercial activities compatible with the park environment in tandem with some specific Council service requirements, delivered through a contractual **Management Agreement (MA)** attached to the base.

The Contractor managing the Centre would be free to run a range of commercial activities suitable to the space in return for private investment in the facility. To allow an adequate return on investment a minimum 10 year lease period with annual reviews and three year break points is proposed, where either party can terminate the arrangement.

The Contractor would retain 100% of all profits from the services and activities run.

The mix of activities in and around the Centre, over and above those required by the Authority, would be the responsibility of the Contractor. There should be some synergy in developing activities that relate to the play areas and the family market and developing new services (e.g. bike and boat hire, private function hire) that add to the overall offer.

The lease would include responsibility for the full maintenance of the building and area within its cartilage including the small play garden by the Contractor. This should complement the “Green Flag” status of the Park.

The **MA** will require the retention of a catering service as an important part of the public offer (although this could be sub-let if necessary) and public access to the toilet facilities. The café area could be extended into the current interpretation and retail space and / or to the top floor for private dining and functions, to improve operational efficiency and to increase capacity. The opening times should match the timing of the Park events programme and public demand.



The MA will also require the provision of year-round water-sports activities for children and youths (although this could be sub-let if necessary).

Provision should be made at the entrance for an information point for the Park to retain the Centre's role as an orientation point for Park users.

The Authority will maintain the adjacent play area, the surrounding park environment, the lake and the car parks all to a good standard. The Authority will continue to run and promote regular large scale events in the Park. However, the Contractor will be encouraged to be a close partner within event development and run additional events.

The issue of staff transfer from the Authority to the Contractor requires further discussion between the parties involved.

Further details about the content of the MA are provided in section five.

In conclusion, the aim is to bring the whole of the Centre under one management operation on a long term lease which will allow for much greater cohesion between the catering, waterfront, environmental and community activities and events programme.

## **5. Required Services**

The Authority wishes to let the management of the Centre and its immediate surrounds on a long lease to a company or organisation to develop commercial activities compatible with the Park environment in tandem with some specific Council service requirements delivered through a Management Agreement (MA) attached to the lease. The Contractor managing the Centre would be free to run a range of commercial activities suitable to the space in return for private investment in the facility.

The successful bidder must maintain public access to the ground floor area as a minimum including the public toilets and to the area bounded by the cartilage of the property as indicated on the attached site map (appendix 1).

The successful bidder will retain 100% of all income from commercial activities including catering, fishing, retail, water-sports and any other activities and services hosted by the prospective contractor.

### **Access**

- Open to the public all year (apart from Christmas Day). There are minimum operational requirements set for the ground floor public access areas (appendix 6)
- Maintain automated visitor counts to measure daily footfall.
- Carry out periodic visitor satisfaction surveys.
- Free public access to the ground floor to be maintained.

### **Reception and Help Desk**

- Provide a reception area with an information service which is staffed by people trained and knowledgeable in the environment and visitor services. This could be via a dedicated area or integrated within a retail or catering service environment.
- Provide and maintain public toilets facilities open to any users of the Park.
- Ensure that display maps and signage are available at the Centre to orientate and direct users to appropriate parts of the Park.
- Provide public information about all of the activities and events within the Park, including the sailing club services.
- Receive telephone and email enquiries relating to the Centre and the Park, to be handled within agreed response times and / or referred to the appropriate organisation.

- Ensure that all public areas and services within the building and the cartilage are of a specified minimum standard.
- Provide a first-aid service, with qualified staff, within the building and cartilage.
- Provide a “help desk” service to take customer complaints about the Park and refer them to the relevant authority.
- Deal with any problems in the cartilage of the building connected with anti-social behaviour.
- Handle bookings for appropriate services within the Centre (e.g. room hire, dining bookings, etc).
- If relevant to the business model, provide a retail outlet with product lines that are relevant to the ethos of the Park and promote the availability.

### **Catering**

- Provide a year round catering facility open for Park visitors a style relevant to the market and open at times relevant to the market – at a scale to be decided by the Contractor. This could be provided by a specialist sub-contractor with a service level agreement in place with the main contractor.
- There is a requirement of the catering service to provide healthy eating options as an part of any menu

### **Water Sports**

- Provide a year round water sports facility open for Park visitors, appropriate to the lake and environment and the market – at a scale to be decided by the Contractor. This could be provided by a specialist sub-contractor with a service level agreement in place with the main contractor.

### **Angling**

- Set appropriate tariffs for fishing permits and season tickets on the lake, promote their availability and handle sales at the Centre.
- Work with angling organisations to promote fishing on the lake.

### **Health Walks**

- Continue to be host venue for the registered Health Walk service.

### **Wildlife**

- Work with the Swan Rescue to ensure the birds on the lake are healthy and looked after.

### **Marketing**

- Produce a annual marketing schedule for the centre and grounds to a variety of markets e.g. local and regional.
- Create and maintain a dedicated and up-to-date web site which is cross-linked to the Council site.

### **Quality**

- Assist Redditch Borough Council to achieve and maintain its current Green Flag status (or its equivalent) for the park.

## 6. **Contract Management and Performance Indicators**

The following arrangements will be finalised and put in place to a Management Contracts:

- Single point of contact within the Authority and single point of contact within the Contractor.
- Any staff working directly with children must hold a Criminal Records Burial Certificate and this must be reviewed every three years.
- Signed Full repairing Lease and Operational Management Contract.
- Weekly meetings between the Authority and the Contractor in the first year of the arrangement and a minimum of monthly meeting thereafter.
- Contractor to hold regular planning meetings with any sub-contractors.
- Annual review meetings between the Authority and Contractor management teams.
- Contractor to supply annual audited accounts to the Authority.
- Performance indicators to be included in the Management Agreement:
  - Visitor football : Reporting Timescales - MONTHLY
  - Average spend per head : Reporting Timescales - ANNUALLY
  - Visitor satisfaction : Reporting Timescales - ANNUALLY
  - Specific user group numbers (e.g. angling tickets) : Reporting Timescales - MONTHLY
  - Visitor complaints/compliments: Reporting Timescales - MONTHLY
  - Total number of accidents and separately, total number of reportable injuries, diseases & dangerous occurrences (RIDDOR) : Reporting Timescales - MONTHLY

## **7. Lease - Heads of Terms**

### **Area to be leased**

Premises comprising land and buildings as indicated on plan provided (see appendix 2). [note - certain outbuildings to be identified after negotiation, for retention from lease]

### **Term**

10 years from date to be agreed.

### **Repairs**

Tenant to be responsible for all repairs and for keeping the premises in good repair and condition. [Note – RBC may undertake works to improve Drainage system after grant of lease. Decision needs to be taken prior to grant]  
Grounds to be kept in clean and tidy condition.

### **Alterations**

No alterations to be carried out without Landlords consent, not to be unreasonably withheld.

### **Insurance**

Landlord to insure the premises against all normal risks and to recharge the tenant for the cost of premiums.

### **Link to Management Agreement**

The parties will enter into a Management Agreement for the use of the premises and the lease will refer to this contract. Termination of either agreement will result in termination of the other.

### **Car parking**

Tenant to have rights to use – staff car parking spaces in the car park indicated on the attached plan.

### **Outgoings**

Tenant to be responsible for all outgoings including Rates, electricity, gas and water bills

### **User restriction**

The premises are to be used only for purposes under Use Class D2 [assembly and leisure] of the 1987 Use classes Order, together with ancillary office and conference use.

### **Indemnity**

The Tenant to indemnify the Council against any claims actions or damages arising from the occupation of the premises and to carry Public Indemnity insurance of not less than £10 million.

Cont.

**Furniture and Fittings**

All loose fittings and furniture will be listed on a schedule attached to the lease and are to be maintained in a safe and reasonable condition, fair wear and tear excepted.

**1954 L&T Act**

The lease to be excluded from the 1954 Landlord and Tenant Act

**Note:**

The following appendixes outline the current general repair of the building and actual expenditure over the past three years;

- Redditch Borough Council has provided a 10 year Condition Survey that was undertaken in November 2008 to aid prospective operators prepare an informed bid (appendix 7)
- Expenditure breakdown for the previous three years for General Repairs, Planned Repair & Maintenance, Programmed Maintenance, Repairs Due to Vandalism and Response Repair & Maintenance (appendix 8)

## 8 TUPE information for Transferee/Buyers

The following is a brief summary of some of the main effects of the Transfer of Undertakings (Protection of Employment) Regulations 2006, often referred to as “TUPE”. This is provided for your information, and is **not** intended to be comprehensive or to replace the need for your own legal advice.

The TUPE Regulations set out that where there is a transfer of business ownership, any employees assigned to that business at the point of transfer will have the right to transfer their employment to the new owner; (known under TUPE as the ‘transferee’).

Redditch Borough Council (RBC) currently employs staff within the Arrow Valley Countryside Centre (AVCC). These staff are expected to fall within the scope of the TUPE Regulations. The main effect of the TUPE Regulations will be to ensure that these employees’ contracts of employment automatically transfer, **without variation**, to any new owner of the AVCC (the ‘transferee’). Whilst TUPE does allow for variations to be made to these contracts after the transfer, these may only be made in extremely limited circumstances. Transferees should generally expect to honour the **existing** main terms of such employees’ contracts. If the transferee wishes to change contractual terms, proper advice should be sought.

For all purposes any period of continuous employment which transferring employees have accrued with RBC will count towards continuous employment with the transferee. All of RBC’s liabilities to these employees (except criminal liabilities and old age invalidity or survivors benefits) will also pass to the transferee.

**Please note** - it is possible that non-Council employees who are employed within the AVCC may also have the right under TUPE to transfer their employment to any new owner. For example, if a new owner continues to operate a catering business within the Centre, existing catering staff may be covered by TUPE, and have a legal right to transfer and continue their employment with the new owner. This transfer of employment would not involve RBC, and would be a matter between the transferee and the other organisation.

Under TUPE, it is unlawful to dismiss an employee covered by the Regulations, either before or at any point after the transfer, for any reason related **solely** to the transfer. Such a dismissal will be Automatically Unfair – unless there is an Economic, Technical or Organisational (“ETO”) Reason for it. Even then, legal dismissal procedures should still be followed.

Redditch Borough Council employees may opt to join the Local Government Pension scheme (LGPS). Pensions are not covered by TUPE; however under pension legislation a transferee has a legal obligation to provide transferring employees with a similar, comparable pension scheme to that



which they had had with their previous employer. (If needed please request information from us about the option for your organisation to join the LGPS.) Please note that it is the responsibility of the potential transferee to arrange appropriate pension provision.

To help potential transferees understand these liabilities and obligations, RBC will provide full details of 'employee liability information'. This will outline all of the liabilities and obligations we believe you would take on in respect of transferring RBC employees. We are happy to provide an anonymised and summarised overview of this information to genuine bidders upon request. Please note that under TUPE we do not confirm final and full employee liability information until 14 days before the actual transfer takes place.

The total number of Redditch Borough Council staff possibly effected under the TUPE regulations will be determined by the prospective contractors submission.

## **9 Finance**

A key objectives of the Alternative Management arrangement is “To minimise the cost of the Centre to the Council”

Appendix 9 provides the budget, actual and variance financial commitment from Redditch Borough Council for the operation of the site over the past three years. It also shows the budget figure for the current financial year.

Appendix 10 provides the budget, actual and variance financial commitment from Redditch Borough Council for the retail element of the venue, over the past three years. It also shows the budget figure for the current financial year.

**10 Timetable for Tender Process**

Expressions of Interest	July 2010
Closing Date	20 <sup>th</sup> August 2010
Prepare Tender Documents	September 2010
Tender Short List	September 2010
Tender Requested	October 2010
Tender Deadline	End of November 2010
Tender Interviews	December 2010
Preferred tender selected	January 2011
Signed Lease & Management Operational Agreement	January 2011
Commencement of Contract	April 2011