



## EXPRESSIONS OF INTEREST

### CAFE/RESTAURANT/KIOSK LEASE

AMENDED 2ND JULY 2018



## BACKGROUND

The Secret Harbour Surf Life Saving Club (INC) (Club) has new clubrooms incorporating amongst other areas a space for sublease of a Beachside Café/Restaurant/Kiosk and a space for sublease of a Health & Wellbeing/Gymnasium area, which is situated on the beach front in Secret Harbour. This project has been undertaken in conjunction with the City of Rockingham.

The City of Rockingham is the developer of the land and buildings with Secret Harbour Surf Life Saving Club as the lessee and operator.

The City of Rockingham and the Secret Harbour Surf Life Saving Club have developed agreed terms and conditions for the Club to lease the new facility with the Club being able to sublease two specific commercial areas being the Café/Restaurant/Kiosk/Alfresco and the Health & Wellbeing/Gymnasium area.

The new facility incorporates an area of approx 300m<sup>2</sup> for the purpose of an independently operated Cafe/Restaurant/Kiosk.

Secret Harbour is a coastal community situated between the cities of Rockingham and Mandurah and is bounded by the rapidly expanding suburbs of Port Kennedy to the north and Golden Bay to the south with a population of approx. 12,400.

The Secret Harbour Surf Life Saving Club has a current membership of approximately 1000 and these figures are expected to double in the next five years.



## CAFÉ/RESTAURANT/KIOSK PREMISES

The Secret Harbour Surf Life Saving Club is located at 11 Palermo Cove, Secret Harbour, WA 6173 on Reserve 52454 and being lot 100 on Deposited Plan 77331 and being the land in crown land title volume LR 3026 Folio 108.

The beachside café/restaurant/kiosk area is situated at the northern end of the building on the ground floor as per the attached plan. There is a possible external alfresco area available for lease as shown on the attached plan.

The beachside café/restaurant/kiosk internal area is approximately 300 sqm,

External alfresco area is approximately 125 sqm.

There is a separate bin area of 12 sqm allocated for the café/restaurant/kiosk as noted on the attached floor plan.

The beachside café/restaurant/kiosk is available to the public 365 days per year and is surrounded by 330 public car bays; there are no exclusive car bays available.


Provision has been made for mechanical support services for the proposed tenant to be located within the plant room on the 2nd floor.

A section 40 planning certificate has been applied for by the Secret Harbour Surf Life Saving Club and accepted by the City of Rockingham to allow for the successful beachside café/restaurant operator to apply for a restaurant liquor license should they wish to, subject to government approvals process. The applications are at the successful tenants own costs.

Services allocated to the beachside café/restaurant/kiosk tenancy are as follows:

1. Electricity; separately metered. 100 AMPS, upgradable to 150 AMPS
2. Water; 25 mm cold water service separately metered
3. Grease trap; 100 mm industrial waste drainage connection to a 1,500 litre capacity interceptor. (independent)
4. Gas; 40 mm line separately metered. (AL 12 gas meter in services compound)
5. Sewer; 100 mm service provided
6. Industrial Exhaust Duct; Ducting provided into tenancy
7. Air Conditioning Ducts provide into the tenancy.





The tenancy is offered for sub lease in a “Shell Form”. The successful proponent will be required to undertake all fit out works, at their own cost, including as a minimum, the following works:

1. Floor coverings and finishes
2. Window treatments
3. Wall linings and internal partition walls
4. Painting
5. Install ceiling
6. Air-conditioning (Ducting, Outlets and Controllers)
7. Lighting
8. Extraction hoods and fans to kitchen
9. Kitchen equipment
10. Toilets if required
11. Other fit out works as required

A services information package in electronic format is available for prospective proponents upon request. The proponent will be required to gain all necessary approvals to undertake the fit out works. Prior to making any applications the proponent must gain the Secret Harbour Surf Life Saving Club and the City of Rockingham Council's approval to their proposed fit out theme and design.

The Lessee will be responsible for all outgoings for services including waste management, cleaning, costs proportioned for its operation of such facilities/utilities covering air conditioning, security, power, water, gas, rates & taxes, plus other variable outgoing expenses that may be agreed in the lease.

## **LEASE AND LEASE PERIOD**

The Club is prepared to enter into a sub lease consistent with the Commercial Tenant (Retail Shop) Agreement Act 1985.

## **EXPECTED TIME FRAME OF EVENTS**

The following timeline is suggested:

1. Your proposal submitted to [kwade.shslsc@bigpond.com](mailto:kwade.shslsc@bigpond.com)
2. Building commercialised committee to follow background check.
3. Submit to Board of Management for consideration/acceptance.
4. Forward to City of Rockingham for approval of concept.
5. Enter into sub lease negotiations with the proposer and Secret Harbour Surf Life Saving Club inc.
6. Proposed tenant to develop and provide plans for Secret Harbour Surf Life Saving Club Inc. and City of Rockingham council to consider.
7. Finalise agreement, including the disclosure document and tenant guide.
8. Proposed Beachside Café/Restaurant/Kiosk to open for business.

## SECRET HARBOUR SURF LIFE SAVING CLUB ACTIVITIES

The Secret Harbour Surf Life Saving Club includes Function Rooms, Training and Meeting Rooms which will be available to members and their guests, the community and individual hire seven days a week.

The Secret Harbour Surf Life Saving Club has relocated its current Club Restricted Liquor Licence to defined areas of the new Club premises.

The Club and other users will conduct their normal activities over seven days a week including the Club traditional BBQ for members and guests on a Sunday. In addition, the Club at its sole discretion may open for functions or Bistro style meals on Friday evening, Sundays and other times it may deem necessary.

Peak Season (October to April)

Off Season (May to September)

The Club currently has over 1000 members, which is envisaged to grow to over 1500 over the next three seasons.

Many other community groups will also be using the facility on a regular basis all-year-round.

The club may consider the use of a caterer in the future to operate within the club kitchen providing for the needs of members and guests and those hiring the club facilities. The club may also consider options presented by the EOI respondents in relation to club retail food and function food catering.

## EXPRESSION OF INTEREST (EOI) EVALUATION PROCESS

The EOI evaluation will be completed by a nominated subcommittee of the Club and possibly including an independent professional commercial lease broker providing a recommendation to the Club Board for endorsement.

Assessment will be completed through evaluation of the formal EOI responses and a follow up evaluation of a short list.

All enquiries are to be made via email to [kwade.shslsc@bigpond.com](mailto:kwade.shslsc@bigpond.com).

Questions or discussions from phone calls will also be confirmed by email.

## DISCLAIMER

- a) The process set out in this document is not a legal offer or a tender process and neither the EOI itself nor any response to it will constitute a process contract. It is a competitive process solely for the benefit of identifying a respondent with whom the Secret Harbour Surf Life Saving Club might enter into further negotiations with respect to the new facilities. Secret Harbour Surf Life Saving Club is not legally bound in any way to respondents and is not obliged to proceed any further with the process
- b) Secret Harbour Surf Life Saving Club is not and will not be liable in any way to any respondent for anything including compensation, damages or costs as a result of anything to do with responding to this EOI. This limitation includes (without limitation) loss incurred or damage suffered as a result of Secret Harbour Surf Life Saving Clubs negligence
- c) Secret Harbour Surf Life Saving Club shall not be liable to any respondent on the basis of any promissory estoppels, quantum meruit or any other contractual, quasi contractual or restitutionary grounds as a consequence of anything relating or incidental to participation in the EOI process or otherwise, including instances where:
  1. A respondent is not selected or shortlisted
  2. Secret Harbour Surf Life Saving Club varies or terminates the EOI or any negotiations with a respondent: or
  3. Secret Harbour Surf Life Saving Club exercises, or fails to exercise any off its other rights under or in relation to this EOI
- d) All information provided in or attached to this document is provided to the knowledge and belief of Secret Harbour Surf Life Saving Club but no warranty or representation is made by Secret Harbour Surf Life Saving Club or any of its representatives or consultants as to the accuracy of the information or as to any errors or omissions in or from the information. Respondents must rely on their own inquiries and information in deciding whether or not to respond to this EOI and if responding then as to the substance of the response.

## **COSTS INCURRED IN THE PREPARATION OF EOI'S AND COSTS OF SECRET HARBOUR SURF LIFE SAVING CLUB**

All costs and expenses incurred by a respondent or any person or organisation associated with the respondent by its involvement in this EOI and any further stage, will be borne solely by the respondent of that person or organisation. Secret Harbour Surf Life Saving Club will not be liable directly, indirectly or by way of reimbursement to any respondent or any such person or organisation for any such costs or expenses, or for any costs or losses howsoever arising, including any costs or losses flowing from any act or omission by Secret Harbour Surf Life Saving Club, its consultants, contractors, employees or agents in any way associated with this EOI, or from the respondent not progressing further in any subsequent process.

Respondents must be aware that in reaching an agreement with a successful respondent, it will be requirement of Secret Harbour Surf Life Saving Club that the successful respondent is to be responsible for all costs and expenses of Secret Harbour Surf Life Saving Club in the preparation, negotiation and administration of the contract documents including all legal costs and expenses unless negotiations between Secret Harbour Surf Life Saving Club and the successful respondent dictate otherwise.

### **ADDENDA**

Secret Harbour Surf Life Saving Club reserves the right to change any part of this EOI document. All amendments to this EOI will be issued in the form of written addenda before the deadline for lodgement of proposals to all prospective respondents of which Secret Harbour Surf Life Saving Club is aware. Such addenda will then become part of this EOI document.

### **RESERVED RIGHTS**

In addition to any reserved rights set out elsewhere in this EOI document, Secret Harbour Surf Life Saving Club reserves the right, in its absolute discretion and without assigning any reasons and without incurring any liability to a respondent or any consultant of a respondent, or member of a respondent consortia, to, amongst other things:

- a) Not proceed with the EOI, the evaluation process, or any subsequent marketing of the site or redevelopment processes;
- b) Suspend or vary the process, the EOI or any part of it for any duration including indefinitely;
- c) Change the structure and timing of the EOI;
- d) Vary or extend any time or date in this EOI for all or any respondent or other persons, at any time and for such period, as Secret Harbour Surf Life Saving Club considers appropriate;
- e) Terminate further participation in the EOI by any respondent for any reason, regardless of whether the respondent conforms with the requirements of the EOI;
- f) Terminate any negotiations being conducted at any time with any respondent for any reason;
- g) Require additional information or clarification from any respondent or anyone else or provide additional information or clarification;
- h) Negotiate with any one or more respondent and allow any respondent to change its proposal;
- i) Call for new proposals;
- j) Accept or reject any proposal received after the EOI closing date and time;
- k) Postpone or delay the evaluation process or any subsequent stages or processes;
- l) Clarify or pursue proposals with one or more respondents at any time without prior notice to any other party; and
- m) Not consider further any respondent or proposal for the purposes of this EOI or the evaluation process or any subsequent stages or processes.

## WAIVER AND LIABILITY

By lodging a proposal the respondent will be taken to have acknowledged the following (without limiting the other waivers, disclaimers and qualifications provided elsewhere in this document):

- a) This EOI is not a legal offer or a contract and the process it provides for is not a tender process nor is it, or can it be, a process contract. The EOI is not a process that will necessarily end in the identification of a preferred proposal or respondent.
- b) However, participation in subsequent negotiations arising out of this EOI may be restricted to a single respondent who participated in this EOI. Secret Harbour Surf Life Saving Club is under no obligation, contractual or otherwise, in relation to any respondent, or otherwise legally bound in any way to respondents, or obliged in any way to proceed any further with the EOI or the evaluation process or any subsequent stages or processes;
- c) Secret Harbour Surf Life Saving Club has endeavoured to provide accurate information in this EOI document. However, no warranties or representations in that respect are given by Secret Harbour Surf Life Saving Club. Secret Harbour Surf Life Saving Club is not liable for any inaccuracies, omissions or ambiguities in, or implied by, any information in this document or in any other documents and information accompanying or referred to in this EOI document or subsequently made available by Secret Harbour Surf Life Saving Club. Secret Harbour Surf Life Saving Club is not liable in relation to any claim that the respondent or any other person was disadvantaged by a lack of information or because any information provided to it was ambiguous or inaccurate or incomplete;
- d) Secret Harbour Surf Life Saving Club is under no obligation to give reasons for any decision made or not made in relation to this EOI, including but not limited to those relating to any of the proposals received and the EOI evaluation process;





## F.A.Q.

### E.O.I. CAFE/RESTAURANT/KIOSK

- Seperate gas meter
- Seperate electrical meter
- Sub-metered water as watercorp will only allow 1 meter per lot.
- Bin store – 12 meter square
- Air conditioning ducted to premisses and maintained by City of Rockingham and Cafe to be invoice proportional costs.
- Public toilets are available for Cafe use, however at this stage the toilets are locked at 6:30pm to 6:30am (winter), 9pm to 6:30am (summer) so should you wish to have them opened for an extended period an application will need to be lodged with the City.
- Alfresco dining is available however an application will need to be lodged with the City.
- The Club has no objections to take away food being taken up to the top deck on Friday nights and Sunday afternoons. However, patrons will need to be members or signed in by members of SHSLSC.
- The Club would like the Cafe to be able to offer catering packages to the club for functions, however at this stage we are not offering exclusivity to all catering, only as a preferred caterer (we are open to negotiations).
- The Club will still operate its sausage sizzle on Sunday morning but don't expect this to impact on the Cafe.
- The Cafe will be expected to clean and maintain the external areas immediately outside the tenancy.
- Patrons are expecting the Cafe to operate between 6.30am and 10.00pm, 7 days a week but we do understand that at different times of the year this is not practical.
- Current membership of SHSLSC is approx. 1100.
- User groups currently attending the Club mid-week all-year-round are:
  - Yoga
  - Drama Classes
  - Peel 4x4 Club (monthly)
- Club activities all-year-round are:
  - First aid training
  - Lifesaving courses
  - IRB drivers training
  - Jet ski training
  - Boat rowing training
  - Iron man training
  - Board paddling training

#### Additional Comments:

- Winter is the main surfing season in Secret Harbour and attracts surfers from all over the metro area.
- Developments in the adjoining areas include:
  - The resort facility and high density accommodation directly opposite the Club.
  - The adventure playground in the sunken area of the foreshore where the old skate park was situated.
  - The foreshore is going to have a major facelift over the next 3 years and with it will bring the potential for an extremely successful business.

## CAFÉ/RESTAURANT/KIOSK EXPRESSION OF INTEREST – RESPONSE

PLEASE COMPLETE THE FORM BELOW DIGITALLY IN ADOBE ACROBAT

Company Name  ABN

Contact Name  Position

Address

Telephone  Mobile  Email

Full rental rate offered \$  per month or \$  per annum for initial year.

Rent Review (annually) preferred basis

Market Rent  Consumer Price Index  Percentage Increase Other

Anticipated opening hours/time of Café/Restaurant/Kiosk operation in initial year

Monday  to  Tuesday  to  Wednesday  to  Thursday  to

Friday  to  Saturday  to  Sunday  to

### EOI FURTHER INFORMATION

The following information is required to be emailed separately or along with this pdf. Please check off each of the following once included in the EOI response email:

- Experience in the operation of a Café/Restaurant/Kiosk and/or other related retail experience. Please provide relevant information confirming successful commercial operation, provision of quality customer service and development and/or sustainability of the business.
- Other related services that may be offered to or within the Club (including to the Club members) from the Café/Restaurant/Kiosk or using Club related services, such as retail food catering and function catering.
- Supporting information to give the Club and the City of Rockingham confidence that the Café/Restaurant/Kiosk will provide the ongoing required services to the public for at least the Expected Peak Season and preferably also for the Expected Off Season.
- Confirmation of the financial capacity to establish and trade profitably & professionally. Relevant financial statements will be required prior to finalising lease.
- Proposed type of Café/Restaurant/Kiosk business you are considering for the including but not limited to proposed style, hours/days of operation, staffing, menus, theme, fit out budget, liquor license/no liquor license and other supporting documentation you believe relevant.
- At least 2 references that can be contacted.

I have read and understand the SECRET HARBOUR SURF LIFE SAVING CLUB (INC) – CAFÉ/RESTAURANT/KIOSK EOI DOCUMENT HEREIN.

Signed

Date

**EMAIL THIS EOI RESPONSE ALONG WITH EOI FURTHER INFORMATION TO [KWADE.SHSLSC@BIGPOND.COM](mailto:KWADE.SHSLSC@BIGPOND.COM) USING DELIVERY RECEIPT AND READ RECEIPT FUNCTION WITH THE CORRECT TIME.**

PO Box 7066, Secret Harbour WA 6173 [www.secretharbourslsc.com](http://www.secretharbourslsc.com)