

### TO LET

# Farmers Kitchen, Forge Mill Farm, Sandwell Valley Country Park

05/2024

**CLOSING DATE - NOON FRIDAY 31 MAY 2024** 

**PROPERTY SERVICES**07823 892 130

Email: property\_services@sandwell.gov.uk

Sandwell Council are providing a business opportunity to trade from the Café in the New Natural Play barn at Forge Mill Farm, Sandwell Valley Country Park in the West Midlands.

Forge Mill Farm is an established and well-loved farm visitor attraction. It serves Sandwell residents by providing opportunities to encounter the outdoors, animals, food, farming and the wider environment through family days out and educational visits.

The unique opportunity to lease the commercial catering facility and cafe area will be available upon building completion. Including exclusive catering rights inside the new Natural Play barn and the opportunity to cater for private hire and special occasions.

The lease will include the following space and equipment. The total space available is 239.7m<sup>2</sup> adjacent to be spoke natural play area, the first of its kind in the West Midlands.

#### **Kitchen, Servery and Café Seating Area**

#### Commercial Kitchen - 27.0m<sup>2</sup>

Hand wash sink

Food prep sink

Prep counters

Under counter storage

Central cook station (hob, combi oven)

Extraction hood

Dish washer

Power sockets

Drainage/ grease traps

#### Store room - 5.4m<sup>2</sup>

Double Fridge

Double Freezer

Dry Storage shelves

#### Staff Area - 3.8m<sup>2</sup>

Lockers

Bench

Coat hooks

Storage for cleaning supplies

#### Kitchen, Servery and Café Seating Area continued.

#### External Servery - 4.5m<sup>2</sup>

Double door Facing on to external picnic area for grab and go offerings

Power Plugs and Ethernet connection point

#### Café Servery - 19.0m<sup>2</sup>

**Long Counter** 

Power, Ethernet connection point

Cold hold salad fridge

Cold hold display Fridge

Barista coffee machine

#### Café Seating Area - 180.0m<sup>2</sup>

Adjacent to 180sq m natural play area

Table and chairs

Children's highchairs

Estimated up to 72 covers (dependent on lay out)

#### **Food Provision**

The successful candidate would be expected to work with the Farm Manager and provide food and drink in line with the councils objective to become a centre of excellence in animal welfare, food, farming and environmental education.

#### **Key priorities:**

Local/ British produce

High welfare traceable meat

Home cooked food/ family meals

Focus on seasonality

Limited highly processed food

Whole, complete and balanced meals

Affordable for Sandwell residents

Halal, vegan, dietary needs options

The Farm's 'Pick you own'/ 'Make your own' concept is a strong theme thought out programme/ offering, with the most popular events being 'pick your own' sunflowers and pumpkins. The Farm also run 'make your own' pancakes, pizza, breakfast and ice-cream sessions.

The 'pick your own' concept is to be part of the food and drink provision of the successful lease holder. The servery/counter has been designed to have a cold hold display salad fridge to allow children to have a 'Pick and mix veg box' included in their meal so they can see fresh food. This fridge could also be used to provide side salads/ veg box's to adults.

In the school holidays the Farm run activities for low income families, families with children with additional needs and looked after children in which provide a free lunch and would like to work with the lease holder to supply food for these visits in line with the funding/budgets available on a case by case basis.

The Farm are looking to build a birthday party offer once the new facility is open and would be interested in working with the lease holder to offer the catering of Forge Mill Farm birthday parties exclusively to them. In addition to this the Farm would look to work with the lessee to cater for any afterhours events/ private hire located in the Natural play barn on a case by case basis, to facilitate opening for extended hours or where the farm deems the event/private hire does not warrant professional catering provisions and the farmers kitchen servery will be made available for forge mill farm to use to serve drinks and snacks as per booking requirements.

#### **Future Opportunities**

Forge Mill farm has experienced significant growth over the last three years and is projected to continue growing and expanding. The current success and increasing visitor numbers is because of the continued enhancement of offerings and implementation of new ideas. Forge mill farm would look to work with the successful lease holder to continue this approach and would be excited to collaborate on future ideas, events and enhanced offerings. Current ideas include:

Breakfast/coffee clubs
After school dinner clubs
Evening supper clubs
Sale of pre made food in farm shop to 'cook at home'
Use of Forge mill farm and Sandwell valley produce
Collaboration on large scale catering for events
Expansion to other Sandwell locations

#### **Lease Terms**

The lease of the premises will be on the Council's standard conditions for a term of 5 years on an internal repairing and insuring basis.

The lease will be reviewed after the 2nd year of the term, by the Farm Manager.

The lease will be "contracted out" of Sections 24-28 of the Landlord and Tenant Act 1954.

The lessee will be responsible for standard maintenance and safety checks and any repair costs outside the warranty will be split between the council and the lessee.

The lessee will also be responsible for the cafes waste collection, cleaning and all health & hygiene requirements and inspections.

The lessee will be required to operate under the name and branding selected by Forge Mill Farm, who will remain the owner of the café name, logos and branding even if the lessee moves to another premises. The current working café name is 'The Farmers Kitchen'.

The farmers kitchen is required to open everyday that Forge Mill Farm is open to visitors. Operating hours to match farm opening hours which are currently 10am to 4pm (winter hours), 10am to 6pm (Spring/summer).

The council will provide due notice to the lessee when they will be required to open the farmers kitchen for extended hours during special events and may be asked to open for private hire evenings, breakfast clubs and other non-standard occasions.

Where the lease holder is unable to facilitate opening for extended hours or the farm deems the event/private hire does not warrant professional catering provisions the farmers kitchen servery will be made available for forge mill farm to use to serve drinks and snacks as per booking requirements.

Closure for cleaning, training, maintenance and repair must be agreed with Forge Mill Farm with a minimum notice period of two weeks.

Forge mill Farm reserves the right to close the site for event preparation, training, structural works and site cleaning forcing the closure of the farmers kitchen with a minimum of 2 weeks notice given to the lease holder where practically possible.

If the farm is forced to close because of a disease outbreak, welfare concern or instruction from a government body it may not be possible to give any notice of closure and the farm will not be liable for any loss of revenue during this period.

Other mutually agreed closures, including Christmas day and boxing day to be agreed annually.

The farmers Kitchen seating area will remain mutually accessible for forge mill farm and the lease holder to allow for the separation of areas for pre booked groups, education groups, private hire, birthday parties and breakfast clubs etc.

#### Lease Terms continued.

Full access to the site will be given to the lease holder for deliveries and waste collection. Deliveries can be driven to the natural play barn entrance and must be made before 9.30am or after the site is closed to the public. Deliveries within opening hours must be transferred on foot to the farmers kitchen.

The lessee will be responsible for the collection of all waste generated by the café including designated food waste and recycling. Collections can be arranged from Forge Mill Farm commercial entrance.

The Lessee will be responsible for a contribution towards all utilities associated with the café/ natural play barn, which will be managed by the Farm Manager.

The lessee will be responsible for securing their own premise licence, business rates and any other operating requirements and liabilities.

The lessee will be responsible for hiring a management of staff associated with the farmers kitchen café who should be professionally dressed in an agreed uniform, have the appropriate raining and customer service ability to provide the best visitor experience.

The lessee will be responsible for opening and locking/ securing the farmers kitchen café and natural play barn each day.

The lessee will follow emergency procedures and contribute to Forge Mill Farms response to assist visitors and resolve emergencies as one team. This includes alerting Forge Mill Farm duty manager of any first aid incidents, lost children, lost property or complaints.

Any signage, advertising or printed menus must be approved by Forge Mill Farm and use the logos, names and branded guidelines provided.

The lessee will be required to assist Forge Mill Farm in the sale of tickets and the regulation of the natural play area as far as reasonably practical.

Quarterly customer satisfaction surveys are to be jointly conducted to insure the food offering, customer service and environment are/remain at a high standards.

#### User

The premises will be used for a Kitchen within **Class E** of the Town and Country Planning Act (Use Classes) (Amendment) (England) Regulations 2020.

For any planning enquiries please contact the Council's Planning reception on 0121 569 4054.

#### **Offers of Rent**

Please submit your best offer of rental per annum (exclusive of utility charges).

The council also require the following additional returns independently to the agreed rental figure :

A percentage of turnover (8% as a minimum) on trade from the catering unit, which is to be calculated on:

Overall gross quarterly sales (including VAT), less the minimum monthly base rental.

The percentage of turnover is calculated less the base rental. If the turnover value is less than the minimum monthly base rental, no commissions are due.

The gross sales figure will be based on the quarterly VAT returns and these should be provided, along with payment, quarterly to the council.

Please also submit your best offer for percentage of turnover on commissions from catering for events, weddings, and meetings at Forge Mill Farm, calculated and paid in the same way as the base rental and percentage turnover on trade from the catering unit.

#### **Lease Conditions**

The lease will be granted on the Council's standard conditions to include:

- The Lessee completing a formal lease prior to occupation of the premises.
- Any such clauses & conditions as the Council deem necessary to accommodate the lessees proposed use of the premises.
- The Lessee meeting the Council's legal costs in connection with the grant of the lease and/or any other relevant legal documentation.
- The Lessee providing a rent bond equal to 3 months of the agreed rent and to entering into a Rent Deposit Deed prior to occupation of the premises
- Prohibition against any Subletting of the premises.
- Assignment of the lease will be by prior written consent of the Council such consent only to be given on the strict understanding that the prospective tenant meets with the Council's approval and enters into any required legal documentation and/or the out-going tenant enters into an Authorised Guarantee Agreement.
- The lessee will be required to sign the draft lease within 4 weeks of dispatch. In the event of timescales not being adhered to the Council reserves the right to withdraw the offer and commence remarketing thereof.

#### **Business Rates**

For further information regarding business rates, please contact them directly by accessing the link below for contact details.

https://www.sandwell.gov.uk/info/200308/business rates/2248/contact us about business rates

#### <u>Insurance</u>

The Council will insure the building but the lessee will be responsible for payment of the yearly premium which will be collected by way of an additional rent.

The lessee will also be responsible for insuring the property against additional risks and also the Council's fixtures and fittings associated with the property.

#### **Offers of Rent**

All offers are to be submitted on the Council's Application to Lease form in accordance with its sealed offer procedure.

Please fill in and submit the application to lease form at:

https://my.sandwell.gov.uk/service/application\_to\_lease

NB PLEASE NOTE THAT THE COUNCIL IS NOT OBLIGED TO ACCEPT THE HIGHEST OFFER OF RENT OR ANY OTHER OFFER IT RECEIVES IT DEEMS UNACCEPTABLE.

#### **Viewing**

Please contact Alex Dunn on alexandra\_dunn@sandwell.gov.uk and 07884 404 987 to arrange a viewing.

#### **Energy Performance Certificate**

Energy Performance Certificate to follow upon completion of the premises.



