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Corowa Aquatic Centre Expressions of Interest – Café Operator

Record No: 20/36505



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1. Introduction

Federation Council invites expressions of interest (“EOI”) from suitably qualified and experienced parties for the operation of a café within the newly constructed facility.

The contact person for this EOI to answer queries is:

Angela Reidy
Manager Environment, Facilities & Regulations
Mobile: 0457 309 102
Email: angela.reidy@federationcouncil.nsw.gov.au

2. Project Overview

In May 2019, Federation Council made the decision to progress with building a 50 metre outdoor pool, 25 metre indoor pool, indoor reception, administration and café area, amenities and storage areas, and splash park at the old Corowa Pool site located in the Ball Park Precinct next to the Council Civic Centre.

The tender to construct the new facility was awarded to Hines Construction in October 2019. The project is expected to cost up to \$10.3M and is funded by Council, alongside significant contributions from the NSW State Government under various grants including Clubs NSW, Stronger Communities and Stronger Country Communities. This will be an asset not just for the community of today, but one that will meet the communities’ needs for the next 50 years.

Since construction commenced in early 2020, strong progress has been made and it is scheduled to open to the public early to mid-2021. Date of opening to the public is yet to be confirmed and subject to successful completion of the construction.

3. Timeline

The following timeline for this EOI is proposed:

1. Expression of Interest Released – 23 September 2020
2. Expression of Interest Close – 23 October 2020
3. Review and assessment of submissions (based on evaluation criteria) – 30 October 2020
4. Respondents shortlisted – 6 October 2020
5. Report to Council Meeting – 17 November 2020
6. Preferred respondent notified - – 18 November 2020
7. Licence documentation prepared and executed – 15 January 2021
8. Access to building/facility – to be determined.

4. Area Available for Licence

The café area of the new Corowa Aquatic Centre is being offered for rental under a licence.

4.1 Description of Area

The tenancy includes the kitchen, servery and part of the foyer area inside the new Corowa Aquatic Centre building overlooking the indoor swimming pool.

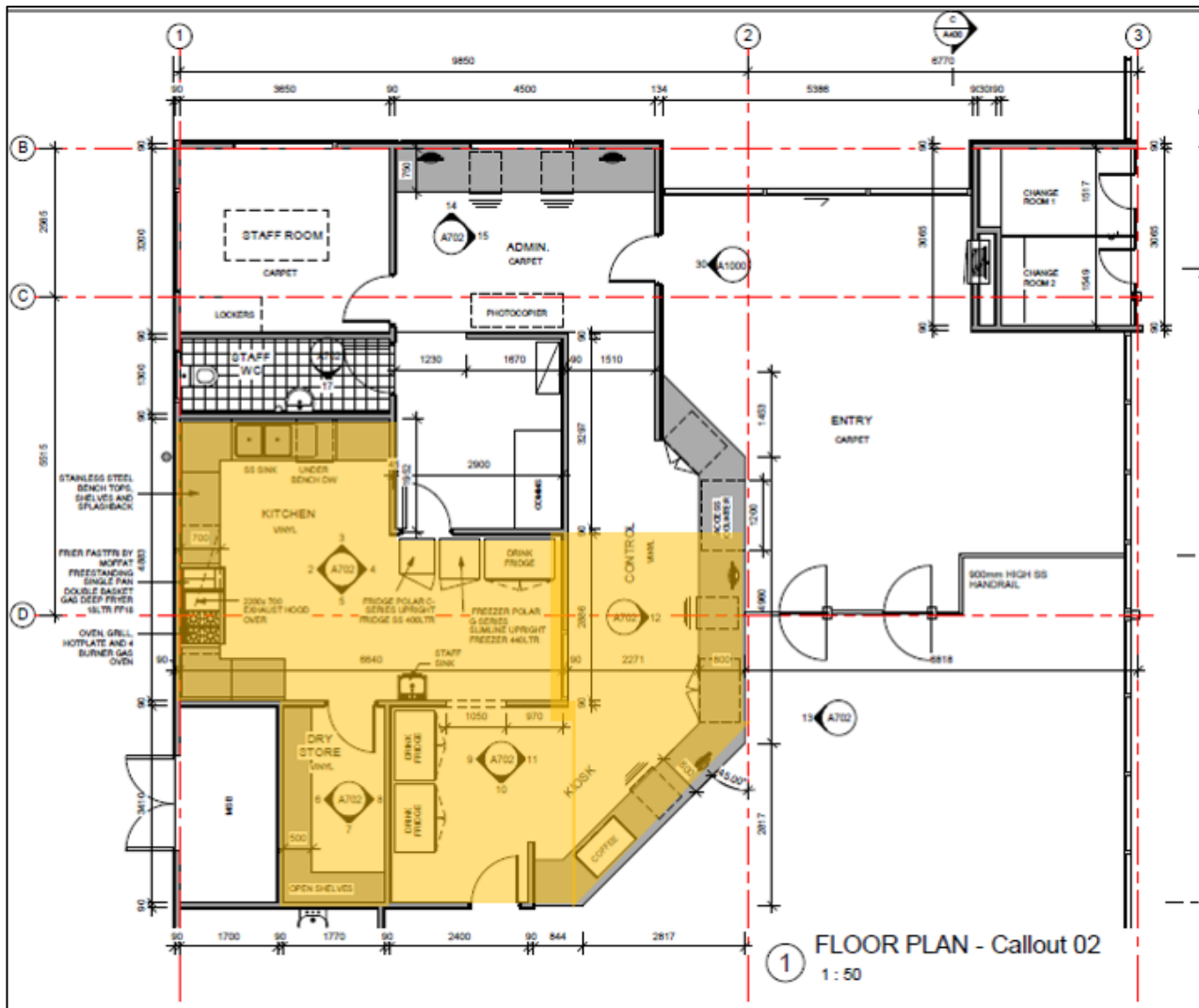
Floor area

- Kiosk and kitchen areas = approx. 30 m²
- Foyer seating area = approx. 60 m²
- Total area = approx. 90m² m²

This area is highlighted on the floor plan below.



4.2 Floor Plan



4.3 Fit out and Facilities

The following services are connected to the café:

- Electricity
- Water (hot and cold)
- Grease trap (1100 litre capacity)
- Gas (cooking)

The café has been fitted out with the following equipment, fixtures and fittings:

- Gas cooktop
- Oven
- Exhaust hood
- Stainless steel preparation benches
- Double bowl dishwashing sink
- Dishwasher
- Hand wash basin
- Dry store room
- Counter and servery area
- Pass through from kitchen to counter / servery area
- Under bench storage
- Café furniture including tables and chairs

The following equipment will need to be supplied and provided by the licensee:

- Kitchen fridges and freezers
- Drinks fridges
- Microwaves, coffee machines and other food preparation equipment
- Hot Bain Marie, refrigerated units and other product display units
- Crockery, cutlery, utensils
- Cashier register

4.4 Licensee Responsibilities

The licensee will be responsible for:

- All relevant health, food safety and other licences and permits must be held.
- Public liability and products insurance (\$20 million minimum) must be held.
- Council's Contractor Management process adhered to (a copy of this is available on Council's website).

- All café cleaning and waste removal (including customer service, counter, kitchen, dry store room)
- Supply of required equipment and furnishings to operate the café as outlined in section 4.3 above.
- Maintenance and repair of all equipment and furnishings within the café.
- Marketing and promotion of the café.
- Servicing and maintenance of the grease trap associated with the café.

4.5 Council Responsibilities

Council will be responsible for:

- Car parking
- Power consumption
- Gas consumption
- Water consumption
- Heating and cooling
- Cleaning and maintenance of customer service areas and complex

4.6 Licence Terms and Conditions

| | |
|---------------------------|--|
| Licence Term | Council is offering a 1+1 year licence term. |
| Rental | Open to offers Flexible rental agreement |
| Rental Reviews | Either: <ul style="list-style-type: none"> - Market rent - Annual CPI - Percentage increase - Percentage of takings As negotiated with successful applicant. |
| Property Outgoings | Licensee to pay: |
| | Servicing and cleaning of grease trap. Rental fees |
| Liquor Licensing | Licensee to procure at their cost (if required) |

4.7 Pool Operating Times

Summer:

- 1 November – 31 March
- Both indoor and outdoor facilities open

- Mondays, Wednesdays and Fridays 7.00am to 11.00am and 3.00pm to 7.00pm
- Tuesdays and Thursdays 6.00am – 8.00pm
- Saturday and Sundays 7.00am – 6.00pm
- Public Holidays – 10.00am – 6.00pm
- Closed: Christmas Day, Easter Sunday and Anzac Day

Winter:

- 1 April – 30 October
- Indoor facilities open only
- Mondays, Wednesdays and Fridays 7.00am to 11.00am and 3.00pm to 7.00pm
- Tuesdays and Thursdays 6.00am – 8.00pm
- Saturdays 9.00am – 2.00pm
- Closed Sundays and Public Holidays

It should be noted that opening hours have not yet been adopted by Council and will be subject to change at the discretion of Council.

It is expected that the café will be operational every day the centre is open to the public as well as during peaks periods such as morning tea, afternoon tea, lunch and dinner.

5. Evaluation Criteria

This EOI presents experienced café operators with the opportunity to licence premises in a swimming pool complex. Council is offering tenure over the café by way of a one year licence with one, one year option. Council will evaluate submissions based upon the following criteria:

1. Rent offered.
2. Proponents will need to be able to demonstrate at least five years' experience in managing, owning and/or operating a café or restaurant.
3. Proponents must be able to demonstrate their experience in bringing a café businesses to fruition.
4. The manner in which the proposed café concept will complement the Corowa Aquatic Centre and generates benefits for the facility.
5. Proposed café operating hours that complements the public opening hours of the centre.
6. Proponents must be able to demonstrate the manner in which they could work with Council on a collaborative basis to ensure the cafe adequately serves the needs of the community.
7. Financial capacity of proponent to pay the rent negotiated.
8. A business plan that illustrates how the proponent will manage and market the café.
9. The provision of two business references.
10. The provision of a banking references.

Proposals will be reviewed and shortlisted by Council. Negotiations will then be undertaken with those proponents. Shortlisted proponents may need to make a presentation to the elected Council outlining their proposal. Council reserves the right to reject any or all EOI proposals for the areas available for licence and revisit the selection and appointment process.

6. Lodgement of EOI

6.1 Access to EOI

The EOI will be available on Tenderlink at: <https://portal.tenderlink.com/federationcouncil>

6.2 Closing Date

Each respondent must lodge its proposal on or before the close date of 5.00pm, Friday 23 October 2020.

6.3 Method of Lodgement

Responses can to this EOI can be:

- Posted to: Federation Council PO Box 77 COROWA NSW 2646
- Email to: council@federationcouncil.nsw.gov.au

6.4 Late Submission of EOI

Council reserves the right to accept or reject late submissions at its absolute discretion.

7. General Terms and Conditions

7.1 Late Submission of EOI

Notwithstanding any statement or any other form of information, it will be assumed by Council that the submission complies in all respects to the EOI document except where expressly shown in the response documentation, which is clearly referred to and marked "Statement of Departures."

7.2 Incomplete Expressions of Interests

If the submission does not include all the information in the format required by the EOI or is incomplete in any way, it may be rejected.

7.3 Unauthorised Communication

Respondents are required to direct all communications through the contact person(s) named in the EOI documents, unless advised otherwise.

Canvassing of Councillors or Council staff in relation to this EOI will automatically disqualify a respondent.

7.4 Compliance with Conditions

By lodging a response to this EOI a respondent agrees, acknowledges, represents and warrants that it accepts the conditions outlined in this section. All respondents should note that the degree of compliance with the conditions of this EOI will be an important consideration in the process of evaluating proposals.

Council may, at its absolute discretion, reject proposals that do not comply with the requirements of this EOI.

7.5 Disclaimer

- (a) The process set out in this document is not a legal offer or a tender process and neither the EOI itself or any response to it will constitute a process contract. It is a competitive process solely for the benefit of identifying a respondent with whom Council might enter into further negotiations with respect to the redevelopment of the site. Council is not legally bound in any way to respondents and is not obliged to proceed any further with the process;
- (b) Council 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 Council's negligence. Council shall not be liable to any respondent on the basis of any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary grounds as a consequence of anything relating or incidental to a tenderer's participation in the EOI process or otherwise, including instances where:
 - A respondent is not selected or shortlisted
 - Council varies or terminates the EOI or any negotiations with a respondent; or
 - Council exercises, or fails to exercise any of its other rights under or in relation to this EOI
- (c) All information provided in or attached to this document is provided to the knowledge and belief of Council but no warranty or representation is made by Council 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 enquiries and information in deciding whether or not to respond to this EOI and if responding then as to the substance of the response.

7.6 Extension of Deadline for Lodgement

Council may, in its absolute discretion, extend the deadline for lodgement of EOI's by notice in the media and on Council's website or directly to prospective respondents.

7.7 Supporting material

Any or all respondents may be called upon at any time to provide additional information in writing or a presentation (at the respondent's cost) in support of their proposal. Any such information must be provided promptly to the Council if it is to be taken into consideration.

7.8 Costs Incurred in the Preparation of EOI's and Costs of Council

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 or that person or organisation. Council 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 Council, 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 a requirement of Council that the successful respondent is to be responsible for all costs and expenses of Council in the preparation, negotiation and administration of the contract documents including all legal costs and expenses unless negotiations between Council and the successful respondent dictate otherwise

7.9 Enquiries and Clarifications

Respondents may seek clarification of, or make any enquiry concerning the EOI or raise any actual or perceived discrepancy, error or omission in this EOI document in writing to Mrs Angela Reidy not less than seven days prior to the deadline for lodgement of proposals.

Enquiries and Council's response will be provided to all prospective respondents, of which Council is aware, except where:

- (a) A respondent nominates in the enquiry that the enquiry relates to proprietary aspects of their proposal; or
- (b) Council is of the opinion that the enquiry and its response are not material to the integrity of the EOI process.

Where the respondent nominates that an enquiry relates to proprietary aspects of its proposal, and if Council is of the opinion that the enquiry is not proprietary in nature, it will advise the respondent, who will be given the option to withdraw the enquiry. If the respondent then reaffirms their request for a response to the enquiry then the enquiry and Council's response may be provided to all prospective respondents of whom Council is aware.

7.10 Addenda

Council 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 Council is aware. Such addenda will then become part of this EOI document.

7.11 Reserved Rights

In addition to any reserved rights set out elsewhere in this EOI document, Council 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 Council 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) Consider and accept or reject any proposal that does not comply with this EOI;
- (l) Proceed with the EOI, the evaluation process, or any subsequent marketing of the site or redevelopment processes, on a basis or on terms different to those described in this EOI document;
- (m) Modify any aspect of the EOI or any subsequent stage, including, without limitation, the objectives, required format of proposals or subsequent proposals, indicative timetable, or EOI evaluation process;
- (n) Postpone or delay the evaluation process or any subsequent stages or processes;
- (o) Replace or supersede the EOI process or any of the terms set out in this EOI document at any time with any other marketing and/or land allocation process, including by way of direct interaction which may lead to negotiations, select expressions of interest, call for detailed proposals or other tender processes;
- (p) Publish the names of some particular or all respondents and details of proposals;
- (q) Clarify or pursue proposals with one or more respondents at any time without prior notice to any other party ; and
- (r) Not consider further any respondent or proposal for the purposes of this EOI or the evaluation process or any subsequent stages or processes.

7.12 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. However, participation in subsequent negotiations arising out of this EOI may be restricted to a single respondent who participated in this EOI. Council 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;

- (b) Respondents acknowledge the qualifications and conditions set out in this document and are to comply with the provisions of this EOI document;
- (c) This EOI document and all statements made, and information made available in relation to it and the EOI, reflect Council's current intention only. The information and intentions set out in this EOI document may change at any time with limited notice. Respondents proceed with the EOI and subsequent proposals at their own risk;
- (d) Council has endeavoured to provide accurate information in this EOI document. However, no warranties or representations in that respect are given by Council. Council 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 Council. Council 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;
- (e) Council 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) There is no legal or other relationship between any respondent and Council enforceable at the suit of the respondent arising from this EOI, this EOI document or any process, including any subsequent stages or processes, or the response to this EOI or to any subsequent stage or process arising out of this EOI or any correspondence exchanged or negotiations undertaken during this EOI or subsequent related stage or process outlined in it; and
- (g) The risk, responsibility and liability connected with reliance by a respondent or any other person on this EOI document, or any written or oral statements made to any respondent or any person in connection with this EOI is solely that of each respondent. Each respondent must make its own independent evaluation of this EOI document, and other documents or information accompanying or referred to in this document, and the nature and extent of the EOI and all other relevant matters. Each respondent is solely responsible for obtaining its own independent planning, financial, legal, accounting, engineering and other advice with respect to the contents of this EOI document and any other documents and information communicated or made available for inspection by the Council. Each respondent acts or relies on this information and these documents, and any written or oral statements made concerning the EOI, entirely at its own risk.

7.13 Intellectual Property Rights

Council is conscious of the need to protect the intellectual property of respondents. Where required, intellectual property protection will be addressed by the use of confidentiality agreements. By lodging a proposal the respondent will be taken to have acknowledged the following:

- (a) This EOI document comprises copyright vested in Council;
- (b) A respondent may copy or otherwise reproduce this EOI document for the purpose of preparing and submitting its proposal but not otherwise;

- (c) A proposal or subsequent proposal becomes the property of Council on submission, and will not be returned to the respondent;
- (d) Any intellectual property rights that are, at the time of lodgement of a proposal, specifically identified, clearly described and claimed as such by a respondent and exist as intellectual property in a proposal will remain the property of the respondent. Any element of a proposal considered by a respondent to carry any intellectual property rights must be clearly and specifically claimed as such by the respondent and the respondent must in each case specify the nature of the claimed intellectual property rights and how it arises. The mere claim of an intellectual property right does not make it so unless it is in fact the property of the respondent and is claimable intellectual property; and
- (e) Council may copy or reproduce, adapt, modify, disclose, use or do anything else necessary to, in Council's absolute discretion, the whole or any part of a proposal or any material (including that material which contains or comprises claimed intellectual property rights of the respondent, or other person) contained in proposals, for the purposes of this EOI or any subsequent stage or process arising out of this EOI, including the EOI evaluation process and any other activity for the purposes of determining and pursuing subsequent marketing and site allocation processes with respect to the site identified in the EOI document. Should a respondent object to the use of its proposal in this way, the objection should be raised in the respondent's proposal and this will be considered by Council, which reserves the right, in its absolute discretion, to reject or accept any objection or claim of intellectual property. Otherwise, any right to object to such use of the proposal or subsequent proposal (including on the basis of confidentiality, copyright or other intellectual property rights) will be treated as having been waived by lodgement of the proposal.

7.14 Confidentiality and Freedom of Information

Proposals and any other information provided by respondents (Information) are subject to the provisions of the Government Information (Public Access) Act 2009 (the Act). Respondents should note that the Act gives to members of the public rights of access to Council documents.

Information may be disclosed to third parties if there is a requirement to do so under the provisions of that Act or where Council or State Government policy or directives require disclosure e.g. any requirement to publish the results of a public call process or where information must be supplied to Government Ministers and their staff and to other government entities or to Parliament.

Any information that is commercially sensitive or confidential must be marked "commercial and confidential". This special notation must not be used unless the information is genuinely confidential. Marking Information as "commercial and confidential" will not necessarily prevent disclosure of the information in accordance with the Act or otherwise. Respondents must not advertise, promote or publish the participation, in any form, without the written consent of Council.

7.15 No Collusion

It is a requirement of law that respondents, including all consortium members forming the respondent entity, where applicable, and other persons participating in providing a proposal, must not engage in any improper commercial arrangements, collusive tendering or conduct, anti-competitive conduct or any other conduct which denies legitimate business opportunities to any other respondent or any other person

involved in providing another proposal in relation to this EOI.

If Council determines that a respondent has, or the respondent is otherwise found to have, engaged in such conduct, the respondent's proposal will be excluded from further consideration in this EOI, the EOI evaluation process, and any subsequent stages or processes at the absolute discretion of Council.

7.16 Material Change in Circumstances

Each respondent is to promptly inform Mrs Angela Reidy in writing of any material change to their financial capacity, technical capacity or corporate status or to any other information contained in the proposal following lodgement, and of any other material change in circumstances which may affect the truth, completeness, correctness or accuracy of any information provided in or in connection with the proposal. Council may also require respondents to confirm in writing that no such material changes have occurred.

7.17 Changes to Consortium Membership

If a respondent is comprised of more than one person, whether the consortium has been formed specifically for the proposal or not, then respondents will be evaluated on the basis of consortium structure and membership presented in the respondent's proposal.

If consortium members change, written notification of proposed changes to consortium structure or membership must be provided to Council as soon as possible.

If key consortium membership of a respondent changes after lodgement, supporting evidence must be provided to Council to demonstrate that the capability of the new consortium structure and membership, meets or exceeds the capability of the consortium structure, and membership presented in the respondent's proposal.

Council reserves the right to re-evaluate respondents on the basis of new or diminished consortium membership, and to withdraw a respondent on the basis of new or diminished consortium membership, if they do not demonstrate the capability to meet the evaluation or exceed the capability of the consortium structure and membership presented in the proposal.

Further conditions in relation to changes in consortium membership may be imposed by Council at any time at its absolute discretion.

7.18 Disclosure of Contract Information

Under the Act, Council is required to disclose details of contracts entered into with a value exceeding \$150,000. Generally "commercial in confidence" information is not required to be published.

Respondents may mark certain parts of their proposal as "Commercial in Confidence" however this must be minimal and reasons given as to why information should not be disclosed by Council should a contract be entered into as a result of this EOI. If there is any disagreement on this topic, the Chairperson of the State Contracts Control Board will be consulted, but the decision of Council will be determinative.

7.19 Reliance on Information

Council will rely on the information included in the responses to the EOI to determine a preferred proponent.

Should the EOI process lead to Council identifying a preferred proponent, that respondent will be requested to submit, prior to further negotiations:

- A declaration to the effect that no material changes have occurred to the information in the responses; or
- A statement clearly identifying all material changes to the information in the response/s.

When a respondent is comprised of more than one participant and the participants comprising the respondent change (for any reason) after the closing date and if Council (at its sole discretion) determines that these changes are material, it reserves the right to re-evaluate the respondent's responses and/or withdraw respondent's proposal from further consideration.

8. Appendix A – Café Operator - Expression of Interest – Proponent Response

Company Name: _____

ABN _____

Contact Name: _____

Position: _____

Address: _____

Telephone: _____

Mobile _____

Email: _____

Full rental rate offered: \$ _____ per month or \$ _____ per annum.

Rent Review (annually) preferred basis: Market Rent Consumer Price Index

Percentage Increase Other

Anticipated opening hours of the Café: _____

EOI Further Information

The following information is required to be included with the submission. Applicant to check off each of the following once included in the EOI submission:

- Outline of experience in the operation of a café and/or other related retail experience. Applicant to provide relevant information confirming successful commercial operation, provision of quality customer service and development and/or sustainability of the business.
- Confirmation of the financial capacity to establish and trade profitability and professionally. Relevant financial statements will be required prior to finalising licence.
- Business Plan and concept including but not limited proposed style, hours/days of operation, staffing, menus, theme, fit out budget, liquor licence/no liquor licence and other supporting documentation you believe relevant.
- Two references from industry related referees.
- Two references attesting to the financial capacity of the proponent or proponents.

I have read and understand the Corowa Aquatic Centre Café EOI document herein.

Signed: _____

Date: _____

NOTES:

Hours – define minimum hours

Input of equipment.

Market rent plus – Percentage of turn over. – flexible rental agreement?

Remove toilet consumables.