



EXPRESSION OF INTEREST

Commercial Lease of the Anzac Drive Restaurant and Bar, George Town



Background

George Town is situated on the banks of the Tamar River, surrounded by vineyards, orchards, berry farms and farmland approximately 50 kilometres north of Launceston CBD. George Town has a proud maritime past and a rich history stemming from being the 3rd oldest settlement behind the cities of Sydney and Hobart.

George Town enjoys significant tourism visitation associated with colonial and maritime offerings such as the Low Head Pilot Station, Bass and Flinders Museum and the Historic Watch House. Showcasing pristine coastlines, mountains and undulating landscapes the municipality is also home to a number of natural attractions including the state's largest fairy penguin colony, vivid sponge garden diving sites and geological features remnant of extinct volcanic activity.

A glorious fertile region of high-yielding vineyards, famous for its chardonnays, sparkling, pinot noir and aromatic whites. Tasmania is the oldest wine-producing region in Australia. The Tamar valley currently produces 40 per cent of Tasmania's premium quality wine.

Within proximity to the city of Launceston, the municipality boasts an enviable lifestyle associated with rural and coastal environments. Local industry contributes approximately 60% of the state's GRP and with significant investment in existing and new industries, it is expected this figure grow further. Currently experiencing the highest population growth rate in Tasmania, the municipality is expecting further population growth associated with wealth and job creation through new industry, retail, and tourism ventures.

There are number of major projects currently underway that will provide greater visitation and customer base for a F&B operation. This includes the construction of an 80 kilometre world class mountain bike trail nestled in the surrounding hills and the regionally significant Regent Square parkland development.

Located on prime realty with a central location to both the Main Road and the town centre, this premise offers the right entrepreneur the opportunity to capitalise on both local and tourist markets. It houses a public bar, large restaurant and dining facilities, a commercial kitchen and ample off-street parking.

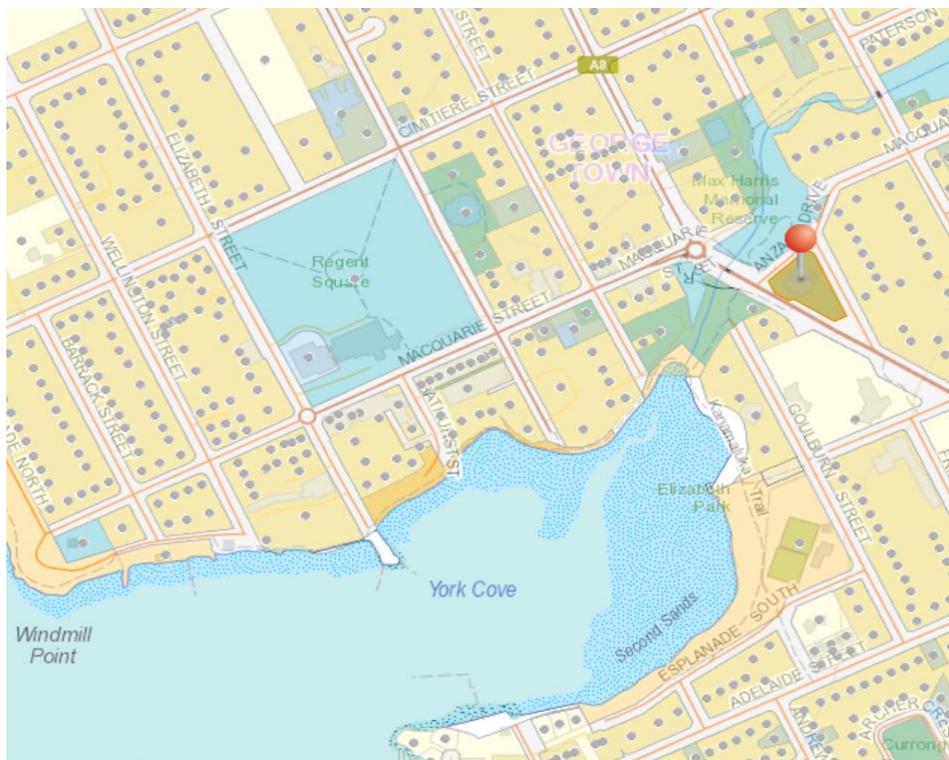
George Town Council is seeking Expressions of Interest (EOI) for the operation of the restaurant (including commercial kitchen and dining rooms), large bar facilities within the building and off street parking facilities for patrons. Applicants must have previous experience in hospitality or restaurant management, be enthusiastic, customer focused and to able to manage/operate the restaurant for a minimum lease period of 2 years (longer terms encouraged).

Responses to the Expression of Interest will be assessed by a panel against the **selection criteria** within.

Respondents may also be required to present to elected members and be interviewed on their submission by the Assessment Panel as part of the assessment process.

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SECTION A - THE PROCESS AND CONDITIONS

1.1. TERMS OF REQUEST

The expression of interest (EOI) is an invitation to participate and is subject to compliance with the requirements contained within this documentation.

The requirements contained in this document apply to

- (a) The EOI invitation and any other information given, received or made available in connection with this invitation, this includes any additional materials specified in and any revisions or addenda;
- (b) The EOI Process; and
- (c) Any communications (including any presentations, meetings or negotiations) relating to the EOI.

Nothing in this EOI is to be construed as creating a binding contract, or any other contractual agreements, between the George Town Council and any Registrant.

Any agreement arising from this EOI process between the George Town Council and any party will be subject to a future commercial lease agreement.

1.2. ANY ENQUIRIES, ADDITIONS AND AMMENDMENTS TO INVITATIONS

George Town Council reserves the right to provide additional or amended information in relation to this EOI. Amendments will be provided to all Registrants in this process via official Addenda, to be distributed electronically to Registrants' nominated email address.

All Registrants, prior to submitting their EOI, are expected to become acquainted with the nature and extent of the EOI and the requirements, and make all necessary examinations, investigations, and inspection.

Any enquiries and communications regarding the EOI should be directed to the nominated contact Person in 1.10 of the document. Please use email as the communication process.

No statement made by the nominated contact person(s) should be construed as modifying these Conditions.

1.3. ACKNOWLEDGEMENT BY REGISTRANTS

The Registrant acknowledges that:

- (a) The George Town Council makes no representations and offers no undertakings in issuing this EOI.
- (b) The George Town Council is not bound to accept any particular EOI.
- (c) The George Town Council with notice, may suspend, vary, postpone, terminate or abandon the EOI process without notice at any time.
- (d) The George Town Council may invite one or more registrants to supply further information and/or attend a conference or interview and/or make a presentation.
- (e) The Evaluation Panel and the George Town Council may undertake 'due diligence' checks, including, but not limited to, verifying references and/or referees, and undertaking company searches and credit checks.
- (f) The George Town Council will not be responsible for any costs or expenses incurred by a registrant arising in any way from the preparation and submission of EOI.
- (g) The George Town Council accepts no responsibility for a registrant misunderstanding or failing to respond correctly to this EOI.
- (h) The registrant in lodging its EOI is not to rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf

of the George Town Council, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the Invitation documents;

- (i) The registrant is not to use the improper assistance of George Town Council employees or information unlawfully obtained from the George Town Council in compiling its EOI;
- (j) The registrant is to have examined this invitation, and any other documents referenced or referred to herein, and any other information made available in writing by the George Town Council to Registrants for the purposes of submitting an EOI;
- (k) The registrant is not to interfere or attempt to interview or discuss this submission with Councillors or employees of the Council, other than the nominated contact person(s). Lobbying from any parties in any form (including any social media platforms) from Registrants or employees can result in the offer being excluded from the EOI process. The George Town Council reserves the right to reject any EOI submitted which contravenes this Clause.
- (l) The registrant is to have sought and examined all information which is obtainable by making enquiries relevant to the risks and other circumstances affecting its EOI;
- (m) The registrant is required to have inspected the premises prior to submission.

1.4. LICENCE TO USE AND INTELLECTUAL PROPERTY RIGHTS

Persons obtaining or receiving this EOI, and any other documents issued in relation to the EOIProcess, may use the Invitation and such documents only for the purpose of preparing a submission to this process.

Such Intellectual Property Rights as may exist in the EOI and any other documents provided toRegistrants by or on behalf of the George Town Council in connection with the EOI process are owned by (and will remain the property of) the George Town Council except to the extent expressly provided otherwise.

1.5. LODGING THE EOI

EOI's may only be lodged by the means set out in the EOI documentation. Refer 1.11 Submissions are to be lodged by electronic mail (email) to the email address nominated in EOIdocumentation, the receipt will be determined in accordance with the provisions of Division 3

of Part 2 of the Electronic Transactions Act (Tasmania) 2000.

Late Submissions

EOI's must be lodged by the Closing Time. The Closing Time may be extended by the George Town Council in its absolute discretion, by providing notice to all Registrants.

Late Submissions will be ineligible for consideration, the determination of the George Town Council as to the actual time that an EOI is lodged is final.

EOI Material

Upon submission all EOIs become the property of the George Town Council. Registrants will retain all ownership rights of intellectual property contained in the EOI materials.

Obligation to notify errors

If, after an EOI has been submitted, the Registrant becomes aware of an error in the documentation (excluding clerical errors which would have no bearing on the

evaluation of the EOI) the Registrant must promptly notify the Contact representative of such error.

Withdrawal of EOI

A registrant who wishes to withdraw an EOI must immediately notify the George Town Council. Upon receipt of such notification, the George Town Council will cease to consider that EOI.

1.6. EOI DOCUMENTS

Disclosure of EOI information

- (a) During the assessment, all EOI materials will be treated as confidential by the George Town Council. The George Town Council will not disclose EOI content and information, except:
- (b) as required by law (including, requests made under the Right to Information Act 2009(Tas);
- (c) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- (d) to external consultants and advisers of the George Town Council engaged to assist with the EOI assessment;
- (e) to other government departments or agencies in connection with the subject matter of the EOI; or
- (f) general information from Registrants required to be disclosed by Legislation

1.7. RETURN SCHEDULES

- (a) Registrants must ensure that:
- (b) Their EOI is presented in the required format
- (c) All the information as required in the EOI Forms provided is completed and contains the information as requested, all schedules in Section C are returned.

The George Town Council may in its absolute discretion reject an EOI that does not include all of the information requested or is not in the format required.

1.8. EVALUATION

In assessing each proposal, the Council will use the following evaluation criteria.

Evaluation Criteria	Schedule	%
Experience	2	30
Plan, Rent and Methodology	6	30
Referees	5	10
Financial Capacity	7	10
Commitment to provide local employment, skills and experience opportunities	8	20

The selection panel will consist of three nominated Council Representatives as a minimum. Additional selection panel members may be appointed should specialist advice be required. Applicants may be required to present to Council as part of the assessment process.

Clarification of EOI Materials

If, in the opinion of the George Town Council, an EOI is unclear in any respect, the George Town Council may in its absolute discretion, seek clarification from the Registrant.

Legislative requirements

George Town Council is responsible for complying with the obligations set out in Part 12 of the *Local Government Act 1993, Fair Trading (code of Practice for Retail Tenancies) Regulations 1998*.

1.9. CONCLUSION OF EOI PROCESS

Options available to the George Town Council

- (a) After evaluation of all EOIs, the George Town Council may, without limiting other options available to it, do any of the following:
 - (i) Enter into a Commercial lease agreement with one or more Registrants, if in accord with relevant legislation and Council policy;
 - (ii) Decide not to proceed further with this EOI process; or
 - (iii) Commence a new process calling for EOIs on a similar or different basis to that outlined in this Invitation.

1.10. THE REFERENCE INFORMATION

This Invitation and the EOI Process is governed by the laws applying in the State of Tasmania. Each Registrant must comply with all relevant laws in preparing and lodging its EOI and in taking part in the EOI Process.

Registrant's Contact Representative	
Name and Title	
Email Address	
Phone Number	
Timing	
EOI Request Issued	
Closing Date and time	
Lodgement	
Electronic	To: council@georgetown.tas.gov.au
Information to be included in Subject Line	Attention to the General Manager – Submission to EOI

Council's Contact Representative	
Name and Title	Shane Power, General Manager
Email Address	council@georgetown.tas.gov.au
Phone Number	6382 8800

TIMEFRAME

Expressions of Interest due: **5.00pm Monday 7 June 2021**

EOI Process

Stage 1:

Register your interest

- Review the document
- Book a site visit
- Submit your EOI proposal

Council will then assess all proposals, then applicants will be shortlisted and notified in writing of the outcome.

Stage 2:

Shortlisted applicants may be required to participate in an interview with the assessment panel and may be required to present to elected members as part of the assessment process. Full proposals will be assessed and applicants will be contacted. Following the successful applicant commercial agreement negotiations will commence.

Submissions are to be addressed to the General Manager and lodged via email to council@georgetown.tas.gov.au.

Enquiries are to be made in writing addressed to the General Manager and lodged via email to council@georgetown.tas.gov.au.

Submissions are due no later than 5.00pm Monday 7 June 2021.

SECTION B - THE OPPORTUNITY

2.1 OPPORTUNITY

George Town Council is seeking Expressions of Interest for the Lease of the Anzac Drive Restaurant and Bar as a commercial restaurant. This location has great potential given the size and layout of the building with the opportunity to host a number of complementary activities/functions alongside the restaurant throughout the year.

This is a rare opportunity for passionate experienced food operators who can demonstrate excellent customer service and a proven record of accomplishment for delivering a high standard of food and beverage service.

With the completion of the new mountain bike trail (MTB) network scheduled for November 2021, a new market will emerge comprising a mountain bike community of between 20,000 to 40,000 (p/annum) largely known to have disposable income. Adjacent to the site will be a pump track and trails that provide on and off road access to the Mount George Trail Network. For more information about the MTB development: <https://georgetown.tas.gov.au/george-town-mountain-bike-trail/>

It is anticipated that shuttle services to the trail heads may operate from the premises.

The successful lessee will develop a business model for the operation of the restaurant.

2.2 LEASE FOOTPRINT

The building is set in prime location on the Main Road of George Town just before entering the CBD. The leased area includes a large main room, commercial kitchen, 3 smaller rooms, storeroom, office, toilets and small courtyard along with large carpark. Approximately 650m². It can easily accommodate 100 plus patrons and potential for large and small functions.

Please refer to drawing Appendix 1. The restaurant does contain some fixtures and fittings as detailed in Appendix 2 but effectively there is a blank canvas inside to work with.

2.3 OBJECTIVE

In the leasing of this site, it is the Councils objective to:

- Provide a high standard of quality food, beverage and service
- Support local businesses and produce
- Showcases and optimises prime location
- Ensures the long-term sustainability and viability
- Destination advocate
- Provide local training and employment opportunities

2.4 SELECTION CRITERIA

- Demonstrate alignment with George Town Council's Strategic Plan
- Demonstrated success in operating hospitality business
- An advanced appreciation of the MTB market demonstrated through proposed F&B offering and any associated services/facilities
- Willingness to provide local training and employment opportunities
- All qualifications and accreditations are up to date (or willing to do so)

2.5 YOUR RESPONSIBILITIES

The successful operator will be required to comply with all workplace health and safety requirements. Also complying with all Acts, Practices, Licenses, Codes and Regulations under State Legislation plus required to identify potential hazards, prepare risk assessments and maintain safe work procedures.

You will also be required to be informed of the area, local community and all requirements for running a business. It is a requirement that you attend a site visit before submitting your interest and business model.

Please refer to Appendix 2 Restaurant Fees, Outgoings and Responsibility Assignment and Appendix 3 for the Extract of the Lease terms ("Indicative only" final terms subject to future negotiation and agreement).

2.6 EXISTING SITE INFRASTRUCTURE AND IMPROVEMENTS

There is a large floor space incorporating commercial bar, lounge, kitchen, and storage areas. This site also contains a number of toilets that have been recently refurbished. There is also a large carpark and off street parking.

Note: Council will provide further toilets facilities for the purposes of DDA compliance.

Improvements will need to be made before getting up and running, please see below for Council's responsibilities, all other changes and improvements will be taken into consideration with Council's approval.

Services allocated on site are as follows:

1. Electricity
2. Water
3. Gas
4. Sewer
5. Grease Trap
6. CCTV, phone lines and NBN

There is also a variety of catering equipment that can be utilised (crockery, table chairs etc please request to see inventory list.

2.7 COUNCIL RESPONSIBILITIES

George Town Council will ensure building is compliant up to code with WHS (Work Health and Safety), DDA (Disability Discrimination Act), EH (Environmental Health). Options are being considered for enhancement of the building to promote the internal and external appeal and updating current appliances and fixtures.

Please refer to Appendix 2 Restaurant Fees, Outgoings and Responsibility Assignment

OTHER

George Town Council in conjunction with local community led collective impact initiative the *Future Impact Group* will be establishing a located community facility known as the LaunchPad . The space will comprise a designated area within the building as a community space that is independently operated and will comprise separate internal and external access with physical separation from the commercial operation.

The registrant is to make themselves fully aware of the proposed co-located LaunchPad facility through appropriate engagement with Council's General Manager.

Adjacent to the building is Anzac Parade where every year the local RSL sub-branch hold Anzac Day and Remembrance Day services. The successful tenant must be willing to accommodate these services. With an appreciation of the former use of the site and sensitivities of the services.

Council reserves the right to audit the services being provided by the contractor as and when required. Defects or non-conformance with the services and standards specified herein will be addressed with the contractor immediately. Any defects or non-conformances will be required to be rectified within 24 hours of the notice being given either in writing or verbally.

Building alterations are subject to Council's approval.

SECTION C - WHAT YOU NEED TO RETURN - THE SCHEDULES

Note: attachments addressing the schedules are accepted.

SCHEDULE 1 - REGISTRANT INFORMATION

Name of individual, company or other entity representing this submission		
Address		
In accordance with		The EOI Submission The provided information supplied by the George Town Council - The rules governing this EOI process
Signature		
Date		

SCHEDULE 3 - WHO WILL BE WORKING WITH YOU - KEY TEAM MEMBERS

Registrants shall detail below the key personnel proposed for this work. The key personnel are defined as the following position. Please list all operators and relevant experience	Name	Years of Experience

SCHEDULE 4 - YOUR LICENSES AND QUALIFICATIONS

Registrants shall detail any relevant current licenses, or Qualifications. Licenses will need to be presented upon request.	License/Qualification/Experience	Expiry Date

SCHEDULE 5 - WHO CAN TELL US ABOUT YOU - REFEREES

Please provide here details of relevant or previous experience of the company and major sub-contractors.(Please copy this sheet for sub-contractors)

Clients Name	
Clients Contact Person	
Clients Address	
Client's Phone Number	
Year Completed	
Clients Name	
Clients Contact Person	
Clients Address	
Clients Phone No	
Year Completed	
Clients Name	
Clients Contact Person	
Clients Address	
Clients Phone No	
Year Completed	

SCHEDULE 6 - YOUR PLAN AND METHODOLOGY

Please provide information on the proposed methodology for this service. Please provide details around how you would operate the site, your vision and how you would provide a high level of product and service. **Please include a your vision, a business model and sample menu plan. Please attach if there is insufficient room.**

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Rent amount you would pay and why?

Appendix 2 – Building Fees, Outgoings and Responsibility Assignment

WHAT	ELEMENT	LESSOR (GTC)	LEESE
OUTGOINGS			
	Rates including State Fire Service Fees and Charges <i>(if applicable to the land)</i>	NO	YES
	Land Tax <i>(if applicable to the land)</i>	YES	NO
	Rubbish Bin Collection Services	NO	YES
	Gas Hot Water	NO	YES
	Electricity	NO	YES
	TasWater Services (sewerage, water & trade waste)	NO	YES
	Fire extinguishers checks <i>(on charged by Council)</i>	NO	YES
	Telephone system & NBN <i>(provision & fees/charges)</i>	NO	YES
	Alarm Call Outs <i>(on charged by Council)</i>	NO	YES
	Fire monitoring fees <i>(on charged by Council)</i>	NO	YES
	Insurance	NO - unless agreed otherwise in the Agreement for the Premises	YES
	Building/Property Insurance <i>(on charged by Council)</i>	NO	YES
	Other Service Costs, Taxes & Charges	NO Unless agreed otherwise in the Agreement for the Premises	

MAINTENANCE			
Building Exterior	Exterior maintenance,. E.g. exterior paint, lighting	R	C,M
Building Interior	Internal wall & ceiling decorations. E.g. wall paint & coverings		C,M,R
Floor Finishes	E.g. carpet, vinyl, ceramic tiles and concrete		C,M,R
Drains & Sewers	Up to where the line connects to the 'Premises' or any Tenant building.	C,M,R	
	Toilet & Change Rooms (Inside Premises)	R	C,M
	<i>(Provision of)</i> Toilet & Paper Towels, soap		C,M,R
	Sanitary Bins		C,M,R
Access	Doors and locks/keys	R	C,M
	Gas Hot water unit		C,M,R
	Heat Pump	R	C,M
Electrical Equipment and Appliances	Electrical testing and tagging of plug-in appliances <u>(Loose equipment items)</u>		C,M,R
Lighting	Light globes and fluorescent tubes		C,M,R
Security Devices	Security system & infrastructure		C,M,R
Phone/NBN	Fixed lines for fire & security	C,M,R	
Telephone/data utility services	Connect services in own name and maintain interior infrastructure		C,M,R
COMPLIANCE			
	Fire extinguisher servicing & maintenance <i>(on charged by Council)</i>	NO	C,M,R
	Building Act Inspections - Annual Maintenance	YES	NO
	Evacuation lighting inspection & testing of all 'Exit Lights'	YES <i>(on charged by Council)</i>	NO
	Exit Light - Annual Certification Maintenance and Safety Inspections	YES <i>(on charged by Council)</i>	C,M,R
	Security		

Cleaning C

Maintenance (including Servicing) M

Replacement R

Ownership				
	Description	Owner	Tenant	Notes
Fixtures, Fittings and Equipment	Bar	Council		
	Cool Room	Council		
	Range Hood	Council	Replace	All interior fittings to be replaced by tenant when no longer serviceable
	Light fittings (fixed)	Council		
	Air Conditioning System	Council		
	Fire Equipment (incl. extinguisher)	Council		
	Shelving in Store room	Council	Replace	
	Kitchen Shelves and Benches (fixed)	Council	Replace	Stainless Steel
	Laundry Sink	Council		
	Carpet/flooring	Council	Replace	
	Alarm System	Council		
	Tables, chairs, stools	Council		
	Kitchen Equipment and appliances	Council		
	Freezer, microwave, dishwasher, mixmaster, multiprocessor, coffee machine, dry hands	Council		
	Pool table		Lease	
	TV's	Council		
	Juke box & speakers		Lease	

Appendix 3 - Extract of lease Terms and Conditions – RSL Building ("Indicative only"final terms subject to future negotiation and agreement)

Landlord	George Town Council
Tenant
Premises	RSL Building
Permitted Use	Restaurant
Commercial Base Rental + % Turnover	\$ Negotiable
Outgoings	Please refer to Appendix 2
Term of Lease:	Terms of lease 2 (Negotiable)
Further Term:	2 (Negotiable)
Lease Commencement Date	No later than (TBA) or, if required, completion of the Councils statutory obligations relating to the grant of lease.
Rental Commencement Date	Lease Commencement Date
Base Rent Review	To be Negotiated
Security Deposit/Bond	An amount equivalent to three (3) months rental (plus GST) by way of a Bank Guarantee.
Legal Costs	The Landlords Solicitors will prepare the draft lease and each party will be responsible for its own costs with respect to the finalisation of the lease.
Insurance	Public Liability for minimum of \$20 Million
Landlord's Installations	All Councils items as detailed in Appendix 2
Tenants Works	All the "Lessee" Items as referred to in Appendix 2 Connection of all services Procurement of all loose furniture, serving and operational items All permits, consents and approvals required for the operation of the restaurant. All the above is required to be undertaken by the Tenant (at the tenants cost) in accordance with the plans approved by the Landlord. Fit-out costs
Goods and Services Tax	
Special Conditions	Interior fit-outs are entirely at the cost of the Tenant and the Lessor. A Premises refurbishment can be considered at the exercise of the Further Term upon approval of the George Town Council.