

LANCING PARISH COUNCIL

TENDER TO OPERATE CAR PARKS AT BEACH GREEN & WIDEWATER 2022-5



APPENDIX 1:

SCHEDULE OF TERMS AND CONDITIONS OF CAR PARK CONCESSION

Subject to contract and without prejudice

1. Period of Agreement THREE years from 1 April 2022 to 31 March 2025
2. Hours of operation 9am to 6pm
3. Business rates and Maintenance costs To be paid by the Parish Council
4. Concession payment terms
Payment quarterly in arrears by 14th day of July, October, January and April
5. Permissible charges payable by Public

Cars – a maximum of £1 per visit per car for stay of up to 2 hours; maximum of £4 per visit per car to stay all day. No charge for vehicles arriving after 6pm and leaving before 9am.

Season tickets – £35 per calendar month
£100 per quarter
£350 per annum

Number of season tickets to be issued at discretion of the licensee, but must include 10 no. for Strenson Leisure Ltd.

Vehicles displaying a valid Blue Badge and parking in bays designated for disabled use may park free of charge.

Other vehicles may be charged for at the Licensee's discretion.

6. Fines for non-payment of permissible charges by Public
Maximum £50 plus recovery costs to a maximum of £60

7. Equipment and staff

Operator to provide and maintain all necessary staff and staff welfare facilities, ticket machines, accommodation, signs, notices and tariff boards

8. Electric Vehicle Charging Points

Lancing Parish Council reserves the sole right to locate EV charging points in either car park at any time during the term of this agreement. Any parking space with an EV charging point will also be subject to the relevant parking charges, irrespective of whether the car is connected to the charging point or not.

9. Bank Holiday markets

The Operator to agree to the Beach Green Car Park being non-operational of four (4) Bank Holiday Mondays in the year. No compensatory payment will be made for these four Bank Holiday markets.

10. Special events

The Operator to agree to either car park being non- operational when certain events are organised or promoted by the Council on either of the car parks. There will be no more than four such events in total in the year and the Council will give sufficient notice of such events. These are in addition to the Bank Holiday markets and no compensatory payment will be made for these four events.

11. Caravans, Goods Vehicles and Coaches

The Operator will not permit the parking of caravans, goods vehicles or coaches in either car park without the express permission of the Council in writing and will not permit any person to reside or sleep in any vehicles between sunset and sunrise on the succeeding day.

12. Vehicles over 6'6"

Other than vehicles excluded in (10.), vehicles over 6'6" high can be allowed into either car park on the understanding that the Operator is responsible for ensuring their vacation of the car park each day. This may include adapted vehicles for wheelchair users and emergency response vehicles or emergency recovery trucks.

13. Height barriers and gates

The Operator will be responsible for securing the height barriers and gates at all times and informing the Council of any maintenance issues that might render any of the barriers or gates non-operational.

14. Maintenance and upkeep of Car Parks

The Operator is to keep the whole of the Car Parks in a clean tidy and orderly conditions throughout the year and is responsible for promptly informing the Council of any repairs needed to ensure the health and safety of car park users.

15. Annoyance

The Operator shall not do or permit to be done upon the said car parks anything which may cause a disturbance or annoyance to the Council or the owners or occupiers of premises adjoining or in the neighbourhood of the said Car Park, nor to allow any sale of goods to the public or storage of vehicles for sale upon the said Car Parks.

16. Insurance

The Operator shall indemnify the Council to a maximum of ten million pounds (£10m) per claim from and against all Third Party and other risks (other than consequential loss or damage) and arising from the use of the said Car Parks for parking purposes including indemnity against or loss of or damage to any vehicle and to the contents fittings and accessories thereof and the Operator shall ensure at their own expense against all the foregoing risks and shall be entitled to erect disclaimer boards at the said Car Parks.

17. Sub-Lettings

The Operator shall not assign transfer underlet or sub-licence the rights and privileges hereby granted without the prior consent of the Council.

18. Unauthorised encampments

In the event that travellers illegally enter onto either of the car parks, the Council will do everything within its means to expedite their removal and will be responsible for any costs incurred in the respect unless it can be proven that such access resulted from any negligence by the Operator or their representative. In any event the Council will not be liable for any compensation payments whatsoever.

19. Disputes or Differences

In the case of any disputes or difference as to the rights or liabilities of the Council and the Operator the right of the Council to determine this agreement shall be referred to arbitration by the Chief Executive of the West Sussex County Council.

20. Schedule of Car Parks

(a) Beach Green Car Park

Grid reference: TQ182037 What3Words: broad.cape.float

(b) Widewater Car Park

Grid reference: TQ203042 What3Words: labs.ready.noise

Tenderer should satisfy themselves as to the number of parking spaces that can be accommodated in each of the car parks. Please note that there is a trial layout in place in the Widewater East car park which may be altered at the end of the three-month trial period.