

HULL UK CITY OF CULTURE 2017

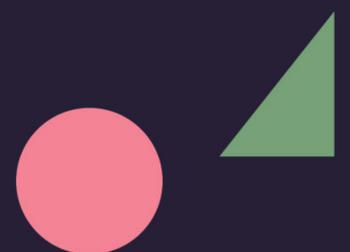
INVITATION TO TENDER

HUMBER STREET GALLERY
CAFÉ AND BAR OPERATOR

Tender Return Date and Time (DEADLINE)

12:00 Friday 26 January 2018

procurement@hull2017.co.uk



HUMBER
STREET
GALLERY

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1. BACKGROUND

1.1 Context and Site History

Humber Street Gallery (HSG) was launched in February 2017 as a 'pop-up' exhibition space for the Hull UK City of Culture 2017 programme, featuring contemporary visual art work encompassing craft, design, film, live art and photography. HSG opened with COUM Transmissions, and has established a distinctive and popular identity as a new exhibition venue in a relatively short period of time.

Hull has a particular history of independent, critical, contemporary visual arts and time-based art practice, which was acknowledged and celebrated in the first season of work in the new HSG space through exhibitions such as COUM Transmissions and ReROOTed, the latter building on the work of ROOT Festival and Hull Time Based Arts. The current exhibition at HSG features newly commissioned works depicting Hull residents by Magnum photographers Martin Parr and Olivia Arthur.

HSG hosts a café and bar on the ground floor of the venue, and a bar space on the rooftop terrace, and these have contributed to HSG becoming a popular social space in the mix of commercial premises in the Fruitmarket development area.

UK City of Culture 2017 has generated a significant level of interest and awareness of a compelling and diverse cultural offer that has provided ideal conditions within which to operate a gallery space. The quality and reach of the UK City of Culture 2017 programme has been widely acclaimed, and HSG has made an important contribution to the presence and profile within that of contemporary visual art.

In future, Hull UK City of Culture 2017 Limited (Hull 2017) will continue as an organisation, with a new strategic business plan focussed on commissioning a world class artistic programme and including the operation of HSG.

1.2 The Opportunity

Humber Street and the Fruit Market is developing into a thriving area for bars and cafes with a significant number of diverse operations. There is a burgeoning food and drink culture emerging in the area, which is in turn generating further destination footfall.

The performance of what was envisioned as a temporary operation has led Hull 2017 to extend the operation of HSG for a further three-year period with a view to it becoming a permanent, and prominent, cultural venue in Hull.

The café and bar occupy the front part of the ground floor gallery and there is also a rooftop bar which is open seasonally and is weather dependent. The food and beverage operation is intrinsic to the on-going success of HSG, as the primary means of generating revenue to both support the gallery operation and drive non-traditional gallery audiences to the venue. Core to our requirements is the ability to maximise potential food and beverage sales and profits for both ourselves and the appointed operator and it is proposed that the contract with the appointed operator will be for an initial three year period renewable thereafter on an annual basis.

1.3 Café Bar Sales Data and Gallery Numbers

The visitor figures for the gallery, broken down into (i) total number of visitors per gallery exhibition (ii) daily average number of visitors per exhibition and (iii) month by month, are shown in the tables set out in **Schedule 3** of this document.

The sales figures for the café bar operation from the date of opening to 31 October 2017 are set out in **Schedule 1** of this document.

1.4 Hours of Operation

Subject to licence and other operational considerations, the gallery exhibition space itself will be open from 10:00am - 6:00pm from Tuesday to Sunday (with a late opening until 8:00pm on Thursday), and also on public holidays.

We are looking for the appointed operator to ensure that the ground floor café bar (both ground floor and roof terrace) is open (and serving both drinks and a food offering) during all HSG opening times and, in addition, until 11:00pm each day the gallery is open. In addition, the appointed operator will need to ensure that the rooftop bar is open seasonally at times to be agreed with Hull 2017.

1.5 Private Functions

On certain dates throughout the year (up to a to be agreed maximum number of days), Hull 2017 will use all or part of the café bar and/or rooftop bar areas for corporate events. In addition, it is intended that the café bar and/or rooftop bar will be hired out to third parties in order to provide revenue for the gallery and it is anticipated that, where required, the appointed operator will provide catering services at both the Hull 2017 and third party events.

2. CATERING PHILOSOPHY

2.1 The operator will be expected to maintain a high standard of production and service of food and beverages at all times, as detailed in the "Specification" set out in Part 3 of this document.

The standards required are in respect of:

- Quality and value of food and beverages
- Cleanliness of premises and smart presentation of catering staff.
- Quality of service to visitors, corporate clients and Hull 2017 staff by properly qualified catering staff.
- Compliance with all statutes, orders, rules and regulations, particularly those relating to food hygiene regulations, health and safety and fire precautions.

3. PREPARATION OF TENDER AND TIMETABLE

Issue ITT	Monday 4 December 2017
Walk Round and Briefing Meeting	Thursday 11 January 2018
Deadline for receipt of queries	Monday 15 January 2018

Deadline for responses to queries	Friday 19 January 2018
Deadline for receipt of tenders	Friday 26 January 2018
Presentations by Shortlisted Tenderers	Tuesday 6 February 2018
Notification of Tender Award	Thursday 9 February 2018
Contract Finalised	Wednesday 14 February 2018
Café Bar Operation Commences	Wednesday 14 March 2018

- 3.1 Prospective operators shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their tender is accepted. It is the responsibility of prospective operators to obtain for themselves at their own expense all information necessary for the preparation of their tenders.
- 3.2 All information supplied by Hull 2017 in connection with this invitation to tender shall be treated as confidential by prospective tenderers except that such information may be disclosed as far as is necessary for the purpose of obtaining sureties, guarantees and quotations necessary for the preparation and submission of the tender.
- 3.3 Information supplied to tenderers by Hull 2017 or its consultants (whether in the invitation or otherwise) is given only for general guidance in the preparation of the tender. Tenderers must satisfy themselves by their own investigation and no responsibility is accepted by Hull 2017 for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.
- 3.4 There will be a walk round and briefing meeting on Thursday 11 January 2018 at 11.30am. No more than two representatives from each operator responding to this tender document should attend.
- 3.5 Any questions which arise should be directed via E-mail to procurement@hull2017.co.uk (with the subject line HSG Café Bar) by Monday 15 January 2018. Responses to questions, together with a copy of the question, will be e-mailed to all prospective operators by Friday 19 January 2018.

4. TENDER SUBMISSION

- 4.1 All documents comprising the Tender must be completed and sent either by attachment in an email or via Wettransfer link to procurement@hull2017.co.uk
- 4.2 Tenders must be received not later than 12 noon on Friday 26 January 2018. Late tenders may not be considered. Hull 2017 may in its absolute discretion extend the closing date.
- 4.3 Any prospective operator who directly or indirectly canvasses any employee, official or advisor of Hull 2017, concerning the award of this contract or who directly or indirectly obtains or attempts to obtain information from any such employee, official or advisor concerning any other tender or proposed tender for these Services shall be disqualified.
- 4.4 Any prospective operator who:
- fixes or adjusts the amount of their tender by or in accordance with any agreement or arrangement with any other person; or
 - communicates to any person other than Hull 2017 or its authorised representative the amount or approximate amount of their proposed tender; or

- enters into any agreement or arrangement with any other person that such other person shall refrain from tendering; or
- offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for these Services any act or omission; shall (without prejudice to any other civil remedies available to Hull 2017) be disqualified.

4.5 Operators submitting a tender shall permit representatives of Hull 2017 upon giving reasonable notice of their intention to do so, to inspect any premises proposed by the prospective operator to be used for or in any connection with the provision of the services.

5. TENDER PRICING

5.1 In return for the opportunity to earn profit from the provision of food services on the premises, the appointed operator will pay Hull 2017 a monthly concession fee based on a percentage of sales (net of VAT).

5.2 When completing Table 1 on page 9, tenderers are asked to propose either a monthly concession fee based on a percentage of sales or a monthly fixed fee plus a percentage of sales. In addition, tenderers should propose a financial model for the provision of food and drinks for both Hull 2017 and third party private functions at the gallery.

5.3 Tenderers are also required to complete Table 2 on page 9, setting out any budgeted capital expenditure required to perform the services. In addition, this table should include an allowance to provide for the maintenance (including repair of any damage) of the inventory items listed in Schedule 2.

5.4 Annual sales (net of VAT) will include all sources of cash, credit and take out income.

5.5 Tariff prices will be proposed by the appointed operator and subject to the approval of Hull 2017.

5.6 Tender prices should reflect the full requirements of the Specification.

6. TENDER EVALUATION

6.1 Hull 2017 is not bound to accept any tender.

6.2 Tenders will be evaluated on the basis of the following criteria:

- Enhancing the visitor experience to gallery with modern, innovative and appropriate food and beverage services;
- Most economically advantageous, taking account of the proposed concession fee and/or any proposed minimum monthly fee;
- Providing visitors and corporate event organisers the best quality, most attractive and value for money services;
- Providing Hull 2017 with confidence that the promises of the tender will be delivered, that sales will be maximised, that the best use will be made of the space and

equipment and that there will be a consistency of on site management and suitably qualified staff.

- 6.3 As part of the evaluation process, short listed tenderers will be invited to attend a meeting to present their proposals and clarify any issues arising out of their tenders. These meetings are scheduled for Tuesday 6 February 2017. It is anticipated that detailed negotiations will be completed and the new contract awarded by Wednesday 14 February 2018.
- 6.4 Catering Services will start on Wednesday 14 March 2018.
- 6.5 The successful tenderer will be required to execute a formal contract and until such execution, the successful tender together with Hull 2017's written acceptance shall form a binding agreement in terms of the Contract Documents and where there is any discrepancy or difference between the tender and the other Contract Documents the latter shall prevail.
- 6.6 The draft contract will be issued to the short listed tenderers. It is not the intention to change the substance of or negotiate any aspect of this contract. Should any operator responding to this tender document wish to propose any changes, they would do so during their presentation and demonstrate the impact that it would have on the bid.

PART 2

SCHEDULES TO TENDER

Tenders must be accompanied by Schedules A to I (and the Tables included), fully completed and presented in the order in which they are set out below. Tenderers may originate their own tables, but should take care to follow the format and to include all of the information required in the original. These tables are included to enable bids to be compared in a standard format.

The contract for the café and bar operation would be entered into with Hull 2017 (Enterprises) Limited, a wholly owned subsidiary of Hull 2017 which is incorporated and registered in England with company number 09734156 whose registered office is at Pacific Exchange, 40 High Street, Hull HU1 1PS. Hull 2017 (Enterprises) Limited is a private company limited by shares with responsibility for undertaking commercial activity on behalf of Hull 2017.

A: FORM OF TENDER

Contract for Catering Services at the Humber Street Gallery

I/We do hereby offer and agree to provide the Services as described in the Specification and in our responses to Schedules B to I below.

We understand that this offer shall remain open for acceptance for a period of sixty days from the closing date specified in this tender and upon your acceptance of a binding contract shall exist between us. We undertake to enter into a formal written contract with Hull 2017 in a form to be agreed with Hull 2017.

Submitted by:

.....(Company Name)

Signed:

(Authorised Signatory).....

Name and Position

Date.....

Authorised Signatory).....

Name and Position.....

Date:.....

B: FINANCIAL TABLES

Please provide explanatory notes of the assumptions and basis for your financial projections.

TABLE 1

In Table 1, please set out your anticipated sales for each of years 1, 2 and 3, broken down month by month together with the projected total income to Hull 2017 month by month. The notes to this table should clearly set out the method of calculating the Hull 2017 income, taking into account paragraph 5.2 on page 6.

	<u>PROJECTED SALES</u>	<u>PROJECTED TOTAL INCOME TO HULL 2017</u>
Year 1		
Year 2		
Year 3		
TOTAL		

TABLE 2

In Table 2, set out the capital expenditure that you anticipate investing in order to meet your commitment to re-configure or replace equipment for the duration of the contract (and when completing this table you should assume that all items listed in Schedule will be available).

	<u>CAPITAL EXPENDITURE</u>
Year 1	
Year 2	
Year 3	
Year 4	
TOTAL	

C: START-UP PROGRAMME

Tenderers must detail their start-up and mobilisation programme and accept all the costs that will ensure the successful opening and subsequent operation of the Food and Beverage Services, showing activities by week and responsibility for their completion. The minimum time required for the programme should be indicated.

D: OPERATIONAL PLANS

1. Services

Provide detailed descriptions demonstrating how you propose to deliver the food and beverage services to the standards specified, the style of Food Service proposed, methods of food preparation, presentation and service in the all-day café bar and for private functions.

Outline any proposals (that you would fund) that you may have for any new or different services and facilities, demonstrating their advantage to Hull 2017.

2. Menu Development

Please describe your approach to menu development and how you will ensure that they are appropriate and reflect the demands of potential customers. A priced menu of what will be offered is required.

E: MANAGEMENT, SUPERVISION AND STAFFING

1. Describe in detail your structure for on-site management and supervision of the Services, outlining the allocation of responsibilities. In addition, please provide your minimum "core" staffing structure and typical daily staffing rotas with bar charts, basic salaries, rates of pay and any additional staff benefits.

The rotas for the Cafe Bar should show activity by the hour, coloured to show type of activity, with one line for each member of staff. On the rota, please identify the total number of staff, the total hours per day and the hourly rates of pay.

2. Please explain how you intend to provide additional temporary staff required for private functions and the steps that you will take to ensure the maintenance of standards of service/food quality.
3. Please set out your staffing ratios for supervisory management and service staff at the main types of private functions envisaged.
4. Your proposals for clothing for staff and any protective clothing.
5. Copy of your Employee Terms and Conditions.

F: CONTRACT MANAGEMENT

1. Provide details of your company's management structure and how the contract will be managed, showing reporting lines and, where relevant, the geographical/contract number responsibilities of those involved. Provide details of the office from which the contract will be managed, the resources and support services there and any other local support that will be available.
2. Describe the nature of the contract management reporting and contacts that the Hull 2017 representative will receive.
3. Provide outline information on the following;
 - Quality Management Systems
 - Food Hygiene/Health & Safety Procedures
 - Supplier Due Diligence
 - Customers feedback, comments and complaints

G: MARKETING AND MERCHANDISING

1. Please outline how you would attract customers and increase their expenditure to maximise the sales and usage of the facilities.
2. Outline your proposals for attracting new private function business to Hull 2017.

H: EXPERIENCE AND REFERENCES

1. Please outline the relevant experience that your company has for operating this type of contract.
2. Provide two appropriate company references, with contact details, outline information on type/scale (annual sales) of services provided and the length of time that the contract has been held.

I: PROPOSED EXCEPTIONS AND AMENDMENTS

1. Operators are invited to submit any proposed exceptions and amendments to this document that they wish Hull 2017 to consider, together with any effect on their proposal (including commercial terms) if the proposed exceptions and amendments are rejected by Hull 2017. Any such proposals must be discussed in detail and resolved by the date of the post tender shortlist meetings.

PART 3

SPECIFICATION FOR CATERING SERVICES

1. INTRODUCTION

- 1.1 This specification sets out the nature of the services to be provided under the catering services contract (the "Services"). Where quality standards are set out, they are the minimum acceptable level to be achieved on a consistent basis. The specifications are not exhaustive and are to be taken as indicative of the general standards which are to be achieved. Where standards are specified for different elements of the services they are construed to apply to the generality of the services. Both parties will agree a common understanding of what constitutes minimum acceptable standards for all aspects of the Services and the assessment of performance of the appointed operator will be based upon those standards.
- 1.2 Where the services required are described, this is to give a broad indication of the type and volume of services currently envisaged. It is expected that the appointed operator will co-operate with Hull 2017 during the course of the contract to provide such services as are required and develop or adapt the Services to meet ever changing requirements.

2. SERVICES TO BE PROVIDED BY HULL 2017

HSG has benefited from centralised support from Hull 2017 through the provision of finance, administration, legal, IT, HR, fundraising/stakeholder support, marketing and PR services. It is anticipated that this model will continue for at least the next three years. As operator of HSG, Hull 2017 shall:

1. Continue to ensure that at least one member of curatorial staff is always present at the gallery during gallery opening hours and at any gallery special events or previews outside of these hours. The visitor welcome to HSG will be undertaken by a combination of Hull 2017 volunteers and café bar staff of the appointed operator.
2. Be responsible for day to day liaison with the leaseholder of HSG and the upkeep and maintenance of the building, heating and air-conditioning systems, intruder and fire alarms, fire-fighting equipment, elevator maintenance and PAT testing for all non food and beverage related appliances.
3. Insure the building and any contents owned by Hull 2017 at its own cost.
4. Hull 2017 has appointed a cleaning contractor for the whole gallery and such contractor shall remain responsible for cleaning all toilets, the café-bar area, all gallery areas, stairs and landing, first floor office, the lift, windows, walls above 2 metres and ceilings.
5. As the premises licence holder, be responsible for all application fees and annual charges for HSG's premises licence.
6. Be responsible for the fabric of the building and external maintenance.

3. PREMISES AND EQUIPMENT

- 3.1 The Premises are shown on the plans attached in **Schedule 4** and an inventory of fixed equipment owned by Hull (including kitchen equipment and food servery plus the tables and chairs in the café) is in **Schedule 2**.
- 3.2 It will be the responsibility of the appointed operator to maintain inventories of Hull 2017's heavy (fixed and non-portable) and its own light (portable kitchen ware, crockery, glassware and cutlery) equipment during the period of the Contract. On expiry or termination of the contract, the appointed operator will ensure that the equipment listed in the inventory is returned to Hull 2017 in a reasonable condition, subject to fair wear and tear. At the end of the contract, all non-portable equipment, fixtures and furnishings will remain the property of Hull 2017.
- 3.4 Water, sewage and Local Authority rates will be paid by Hull 2017 and Hull 2017 will also be responsible for liaising with the owner of the builder to ensure that the fabric of the building is maintained.

4. SERVICES REQUIRED

- 4.1 The Services comprise the provision of beverages, cold drinks, alcohol, snacks, light meals, private function menus and such other food services as may be required.
- 4.2 The appointed operator is expected to be proactive in the identification and introduction of new services that would increase sales, contribute to their own profitability and enhance the reputation of Hull 2017.
- 4.3 The appointed operator shall also provide the following services:
- Product sourcing, procurement and supply chain management (including a stock control system) and management of all inventory logistics to ensure a suitable range of both alcoholic and non-alcoholic drinks are made available for sale.
 - All cellar requirements including draught / cask dispense equipment, flash chillers and similar across both ground floor and rooftop operations.
 - All café bar sundries required to ensure successful bar operation back of house across both ground floor and rooftop operations to include glass and dishwashing machines.
 - All café bar sundries required to ensure successful bar operations front of house across both ground floor and rooftop operations to include counter style glass fronted refrigeration, barista style espresso based coffee machine, cold brew coffee offer, gelato style ice cream freezer and the ability to offer a cocktail menu.
 - All café and bar crockery and glassware (to include plastic glasses if required due to licence considerations on the roof).
 - All cash handling and banking responsibility for food, beverage and retail sales (to include EPOS till systems and credit card functionality). Regular reporting on

sales and financial performance, will be required, with a payment schedule for commission to be agreed during contract negotiations.

- The café bar duty manager(s) will be key holders to food and beverage areas of the gallery and will be responsible for securing, alarming and opening of the gallery at the start and end of each days' operation. In case of emergency out of hours' cover will be provided by Hull 2017.

5. SERVICE STANDARDS

- 5.1 It is essential that the appointed operator is flexible and responsive to the needs of the Humber Street Gallery, visitors and private function organisers.
- 5.2 The service styles will be as agreed from the appointed operator's tender proposals.
- 5.3 Hospitality and function services will be provided in accordance with the requirements of the organiser according to professional standards. The ratio of service staff to guests is to be maintained at the level set out in the tender. It is also expected that a member of the appointed operator's management will be present throughout all functions.
- 5.4 The acceptable quality standard should reflect best practice and the standards that are expected in comparable organisations and prestigious locations.
- 5.5 Service must be prompt, friendly and efficient, recognising the needs and circumstances of the customer.
- 5.6 Catering staff in the cafe will clear dirty plates/trays and wipe tables promptly, normally within 4 minutes of a table being vacated. The food servery and dining areas are to be kept in a clean and tidy state throughout the service, with all spills and debris being cleared promptly.
- 5.7 Food must be presented and served at an appropriate temperature for safety and eating quality. Presentation and service must enhance the attractiveness of dishes. Customers must be made aware of the contents of dishes, particularly when local foodstuffs have been sourced or where ingredients might give rise to allergic reactions (such as with nuts).

6. CLEANING

- 6.1 The appointed operator shall be responsible for cleaning of those parts of the café bar and other areas not covered by the main gallery cleaning contract and shall be responsible for the following cleaning:
 - cleaning all of the internal catering areas up to the two metre vertical height level
 - cleaning of all equipment relating to the café bar operation
 - Hourly ground floor toilet check with replenish where necessary
 - Maintaining condition of sink/drains, regular flush with cleaning product, avoiding food/waste build up,
 - Back Bar deep clean - 1/2 Monday a month
 - Furniture upkeep/clean
 - Cigarette bin emptying/Butts swept from Front Entrance daily

6.2 Cleaning is to be of a nature and frequency to achieve standards that are to the reasonable satisfaction of Hull 2017. Cleaning methods are to be discussed and agreed with Hull 2017 management, in order to ensure that there is no harmful effect upon the fabric of the building. The appointed operator must have due regard for the COSHH Regulations, including the safe storage and use of cleaning materials and maintain visible cleaning schedules in all the catering areas.

7. REFUSE

The appointed operator shall be responsible for the transportation and safe transfer of all waste material including cooking oil from the food preparation area into the refuse areas behind the building in a manner and by a route designated by Hull 2017.

8. FOOD OFFERING

8.1 The appointed operator shall develop an appropriate food offer for the gallery to be served from 10:00am - 11:00pm daily (noting the limitations and lack of kitchen space and air extraction available), to include all refrigeration, warming and food service infrastructure (such as panini grill or similar). Food offer to be fresh and locally sourced from Hull, the Humber and East Yorkshire.

8.2 The appointed operator will procure all necessary raw materials, maximising local, regional and national suppliers which must be of an appropriate quality to produce safe food that is in all ways acceptable to customers.

8.3 The appointed operator must use due diligence in the procurement, storage, preparation and usage of all food and beverage materials, complying with all appropriate government legislation, regulations and guidelines. They are expected to reflect what is considered best practice within the catering industry.

9. LICENSING

9.1 Hull 2017 shall throughout the period of this Agreement maintain in force a premises licence for the gallery (the "Licence") and any such other permissions as are required under the Licensing Act 2003 ("the Licensing Legislation") and the manager appointed by the appointed operator shall act as Designated Premises Supervisor ("DPS") in accordance with the Licensing Legislation

9.2 The appointed operator is to adhere to the following rules set out in HSG's lease and premises licence, including the following:

1. The café bar must not become a predominantly 'vertical drinking' establishment.
2. Vertical drinking is permitted to go up to 20% of the net ground floor café area.
3. The operator must ensure that there are no noise issues
4. Seating must be provided for the majority of customers in the café bar
5. The majority of alcoholic beverages must be consumed via table service only
6. There will be a maximum number of customers in the café bar at any one time, such number to be agreed with Hull 2017.

9.3 The appointed operator shall duly and properly conduct the operation of food and beverage service facilities in such a manner as not to incur a conviction for breach of the Licence or other offence against the Licensing Legislation or do or suffer to be done any act likely to endanger the Licence. In addition, the appointed operator will (i) need to carry out a risk assessment and assist in preventing crime, violence and

disorder and anti-social behaviour in and around the gallery and (ii) keep a record of who the DPS has authorised to sell alcohol, and also a refusals log.

9.4 The appointed operator will give immediate notice in writing to Hull 2017:

- of any complaint or warning given to the appointed operator or its nominees, servants or agents by the police or office of Excise in respect of the conduct of the food and beverage service facilities or Hull 2017 and of any summons issued against the appointed operator or its nominees, servants or agents in respect of their conduct as holder of the Licence or
- of any person having been, to the appointed operator's knowledge, convicted of any offence committed upon the food and beverage service facilities or the Centre having been apprehended on the charge of committing any such offence or having served with any summons in respect thereof.
- of any notice or complaint received by the appointed operator from any Local Authority as to the sanitary condition or state of repair of the food and beverage service facilities or their fitness for habitation or use.

10. MARKETING

10.1 The appointed operator will promote the catering Services to potential users, any such promotion to be discussed in advance and agreed by Hull 2017. Hull 2017 will co-operate with the appointed operator in initiatives that enable the income from catering to be increased and promotion of the Humber Street Gallery and its services to be enhanced.

10.2 The appointed operator will prepare menus and suitable promotional materials at its own cost to assist with the promotion of function business at the venue. The programme and content is to be discussed in advance and agreed by Hull 2017.

10.3 The appointed operator shall notify Hull 2017 of any serious customer complaints as soon as it is reasonably practicable. A record is to be kept of all complaints and the subsequent action taken and the appointed operator is to make it available to Hull 2017. The appointed operator shall provide Hull 2017 with a copy of any proposed response, prior to the issue to the complainer, to allow Hull 2017 to comment thereon.

11. QUALITY PERFORMANCE CRITERIA

11.1 Hull 2017 requires the Services to be delivered to a consistently high quality. The acceptable level of performance should reflect best practice and the standards that are expected in comparable venues.

11.2 Performance will be monitored by Hull 2017. In the event of an unsatisfactory level being sustained, the appointed operator will be notified of the defaults and the time by which they must be rectified.

11.3 The appointed operator shall permit Hull 2017 or its representatives at all reasonable times to enter the Premises for the purpose of inspection.

12. STAFFING AND MANAGEMENT

12.1 Employment of all locally based staffing required to oversee and manage all food and beverage operations (including all appropriate staffing levels during busy periods) to

include a Manager acting as the Designated Premises Supervisor and Door safe accredited security for evening operations.

- 12.2 Sufficient trained management and staff of appropriate ability, skills and experience will be employed by the appointed operator to provide a professional and efficient service to the specified standards. A suitable training programme is to be implemented and records kept of all training given. Particular attention is required to the means of ensuring that temporary, casual or agency staff achieve the same high standards as are required of permanent staff.
- 12.3 Staff must at all times be smart, wearing clothing to be agreed by Hull 2017. All staff must be appropriately dressed for their functions with suitable protective clothing. All staff must be able to communicate effectively in English.
- 12.4 The appointed operator shall not retain at the premises any person who in the reasonable opinion of Hull 2017 fails to conduct himself or herself in a manner appropriate to Hull 2017.
- 12.5 Hull 2017 will approve, in advance, the appointment of the appointed operator's Gallery Manager from candidates proposed by the appointed operator, such approval not to be unreasonably withheld. In the event that Hull 2017 considers the performance of the appointed operator's Gallery Manager to be unsatisfactory, it will discuss the concerns with the appointed operator, who will take all reasonable steps to replace him/her subject to the requirements of employment legislation. The Gallery Manager or nominated Deputy shall be available at all times during the hours of the Services.
- 12.6 The appointed operator, the Gallery Manager and their staff will comply with Hull 2017's security procedures and furnish full names, addresses and references to Hull 2017.

13. ACCOUNTING

- 13.1 The appointed operator will maintain accurate and detailed accounts of all aspects of the income and expenditure of the Services.
- 13.2 Records should be kept in a form which permits an audit trail to source documents, for seven years and information on the past two years should be kept on the premises. Hull 2017 or its appointed representative is to be permitted to inspect and audit those records that pertain to sales income at any reasonable time and the appointed operator will co-operate in providing the information.
- 13.3 Each month, within two weeks of the end of the previous trading period, the appointed operator will present a trading report for the Services (including sales and transactions by day) together with payment of the agreed concession fee and/or fixed fee.

14. COMMUNICATION

- 14.1 Hull 2017 will appoint a contract manager, who will be responsible for all aspects of the catering contract and will be the formal point of communication between Hull 2017 and the appointed operator. The appointed operator will be informed in writing of the proper communication channels and any change in responsibilities, and they must not go outside those channels.

- 14.2 The appointed operator is required to inform the contract manager of the person who is to be their manager, who will be their point of communication and be authorised to speak on their behalf. The contract manager must be informed in writing of any changes in the appointed operator's responsibilities.
- 14.3 The contract manager and the appointed operator's manager will hold formal monthly meetings to discuss the performance of the appointed operator and the Services. The dates and format for the meetings will be agreed.

15. INSURANCE

The appointed operator shall be responsible for effecting and shall keep in full force and effect such insurance cover as is necessary for the purposes of this Agreement, including, without prejudice to the generality of the foregoing, employer's liability, products and public liability insurance, the public liability insurance to have a minimum value of £5 million, and shall produce written evidence of such insurance when requested by Hull 2017.

The appointed operator will at all times indemnify and hold harmless Hull 2017 against all claims, liability, costs or expenses incurred by Hull 2017 or the appointed operator as a result of the exercise by the appointed operator of its rights hereunder.

16. RODENT CONTROL

Hull 2017 shall contract for such rodent and other vermin prevention and extermination as Hull 2017 deems advisable for the proper operation of the food and beverage service facilities. The appointed operator shall exert the utmost vigilance in detecting sign of rodent and other vermin and insect infestation and, when discovered, will take immediate action and notify Hull 2017 of such infestation.

**SCHEDULE 1
TURNOVER TO DATE**

February 2017	24,940
March 2017	31,234
April 2017	45,806
May 2017	35,501
June 2017	42,251
July 2017	55,650
August 2017	42,245
September 2017	39,850
October 2017	26,565
TOTAL	344,042

**SCHEDULE 2
INVENTORY OF FIXED EQUIPMENT**

GROUND FLOOR	
Bar	1
Furniture - Tables	12
Furniture - Chairs	60
Furniture - Coffee tables	2
Furniture - Poseur tables	2
Furniture - Sofa	4
Furniture - Stools	16
Data Points	2
Sound system	1
ROOFTOP BAR	
Canopy	1
Bar	1
Data Points	2
Cold Water Point	1
Furniture - benches	6
Furniture - High Tables	5
Furniture - Low Tables	4
Furniture - stools	8

**SCHEDULE 3
HUMBER STREET GALLERY VISITOR FIGURES**

Please note: the visitor figures presented only account for visitors to the gallery spaces. Those visiting the café only will not be counted within the totals.

COMPLETED EXHIBITION & EVENT TOTALS

	TOTAL VISITORS	DAILY AVERAGE VISITORS
Power in Woman (3 Feb - 19 Mar 2017 = 45 days)	25,288	562
COUM Transmissions (3 Feb - 22 Mar 2017 = 48 days)	23,509	490
ReROOTed (24 Mar - 26 Mar 2017 = 3 days)	2,136	712
Raft of Medusa (5 Apr - 17 Jun 2017 = 74 days)	17,818	241
Somewhere Becoming Sea (5 Apr - 17 Jun 2017 = 74 days)	16,266	220
WORM Festival (23 Jun - 25 Jun 2017 = 3 days)	1,901	634
Paper City Private View	250	n/a
States of Play (7 Jul - 27 September = 82 days)	41,142	502
Nourish (30 September - 1 October = 2 days)	70	70
British Road Signs (2 October - 29 October = 28 days)	15,998	571
Hull, Portrait of a City (13 October - present)	12,968	418
Torn (6 November - present)	2,336	334

MONTH-BY-MONTH LOOK

	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	CUMULATIVE TOTAL TO DATE
	12,796	14,628	7,842	7,062	5,151	12,541	15,832	12,769	16,434			105,055
% change	-	14.3%	-46.4%	-9.9%	-27.1%	143.5%	26.2%	-19.3%	28.7%			
Total days	28	31	30	31	30	31	31	30	30	30	31	
No. black days	2	6	4	0	10	6	1	4	1			
Days open /day	26	25	26	31	20	25	30	26	29	30	31	
% change		18.9%	-48.5%	-24.5%	13.1%	94.8%	5.2%	-6.9%	15.4%			

**SCHEDULE 4
PREMISES PLAN**

HUMBER STREET

