



Opinion of Best Consideration

Dreamland
Heritage
Amusement Centre

February 2015



Prepared for

Thanet District
Council



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Your reference: CYD0467

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Thanet District Council
Council Offices
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For the attention of: Natalie Beldin BSc (Hons) MRICS – Estates Surveyor Thanet District Council

Dear Sirs

Property: Dreamland Heritage Amusement Centre – Operator Procurement

In accordance with your instructions we are pleased to provide our opinions as to whether the current operator proposal and lease for the above site represents best consideration for your freehold interest.

In the event that we consider the proposal to be at less than best consideration we will report the restricted and unrestricted values in accordance with the Local Government Act: General Disposal Consent (England) 2003.

Our opinion is given in accordance with RICS Valuation Professional Standards January 2014 incorporating the International Valuation Standards 2013, and specifically UKGN5 – Local authority disposals at less than best consideration and against valuation requirements set out in a Technical Appendix to the Local Government Act 1972 – General Disposal Consent 2003

We understand that Thanet District Council (the Council) is considering the granting of a new 99 year lease for no premium at an annual turnover rent of between 2.5% and 2.75% of gross turnover (net of Vat) after income of £10m, subject to stepped increases at certain income thresholds, and that our opinion is in order to inform the decision making process and ensure that the Council act diligently in regard to this disposal.

Opinion

In the circumstances we are of the opinion that the proposal submitted is representative of best consideration and therefore we are not required to provide restricted and unrestricted Market Value opinions of the above property.

Conflict of Interest

As far as we are aware we have no conflict of interest in relation to the provision of this advice in respect of the property and are therefore providing our advice as external valuers in accordance with provisions of the RICS Valuation – Professional Standards January 2014, incorporating the International Valuation Standards 2013. You will be aware that we are currently undertaking negotiations on your behalf in regards to payments due under the Land Compensation Act 1961.

We have also previously provided you with a report of our opinion on the same basis as above dated 11 August 2014, but understand that as a consequence of a number of key terms to that transaction changing, our updated opinion is now required.

Date and Extent of Inspection

The property was inspected on Wednesday 4 December 2013 by Richard Baldwin MRICS, an RICS Registered Valuer within GVA Hotels and Leisure and who is qualified and suitably experienced for the purposes of this instruction and has the knowledge, skill and understanding to undertake the instruction competently. Access was available to the majority of the property with the exception of those parts deemed to be dangerous, particularly within the former cinema and ballroom.

We understand that works are currently on going by you to put the property into a suitable state of repair and condition to enable third party occupation essentially in accordance with any potential agreement to lease that may be signed in the future.

Provision of Information

We have relied upon the following key information which has been provided by you:-

- Thanet District Council – invitation to tender submission by Sands Heritage Limited (SHL)
- Revised draft lease in relation to Dreamland Heritage Amusement Centre.
- Revised draft concession agreement in relation to the management and operation of Dreamland Heritage Amusement Centre
- Detailed memorandum regarding Dreamland-asset management lease process
- Dreamland Amusement Park evaluation of tender submissions dated 15 December 2014
- Opportunity outline document
- Statements and extracts from SHL valuer regarding funding
- Additional emergency funding for Dreamland Project paper

Subject to our comments set out in this report we have relied upon this information in preparing our opinion.

Background

General Description

The tender submission relates to the property referred to Dreamland Heritage Amusement Centre which encompasses part of the former Dreamland Amusement Park and part of the ground and first floor of the Dreamland Cinema and Ballroom. In its heyday, Dreamland was an established and well known amusement park which over the entire 16 acres included a zoo, miniature railway, 2,200 seat purpose built cinema, cafes, restaurants, bars, retails and 2,000 capacity ballroom. However, in 2006 the amusement park closed and the site was all but cleared. The scenic railway was partially destroyed by a fire in 2008 and the Grade II* listed cinema complex and Grade II listed menagerie cages subsequently fell into disrepair.

In September 2013 Thanet District Council compulsory purchased the site in order to facilitate the reinstatement of a major attraction and heritage centre for Margate, and the tender process to find a suitable operating partner commenced.

Works have commenced on site to reinstate the buildings and scenic railway to allow the occupation of the demise. The complexity and historical context of the buildings and site make the obligations to reinstate particularly onerous and costly. We understand that you are investing monies in the order of £18.7m to the project, but already there is an overspend of in excess of £2.335m, as detailed within the "Additional emergency funding for Dreamland Project" paper provided to us.

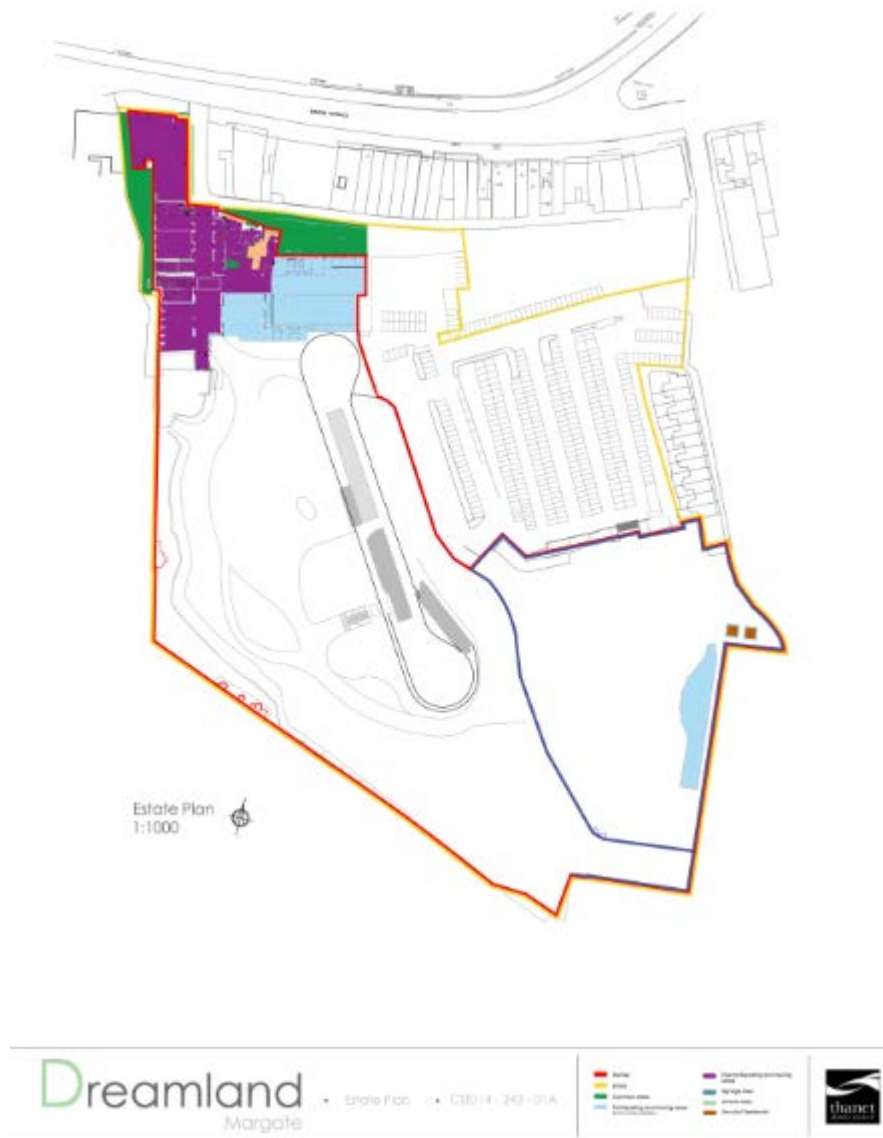
In addition this paper suggests that additional budgets have been allocated by the potential lessee of some £2.5m of capital expenditure on top of the original £7m or thereabout forecast for the tenant fit out.

Location

The property is located off and set back from Marine Terrace, directly behind / south of the foreshore of Margate. The site has a limited frontage to Marine Terrace, albeit that the iconic Dreamland Cinema is at this point which provides a direct link through to the southern part of the site which formally comprises the main amusement park itself.

Margate Railway Station is approximately 200m to the west and the main town centre and old town itself is only a short distance to the east. This immediate locality on Marine Terrace is dominated by a façade of amusement arcades, gift shops, public houses and restaurants with accommodation above.

As shown on the site plan below, the site is bounded by adjacent residential property and multi storey car parking facilities to the west, the mainline railway to the south, terraced housing and public car parking facilities adjacent to Belgrave Road to the east and adjacent property off Marine Terrace to the north.



Margate itself was once regarded as a thriving seaside resort but has in recent times lost its reputation to more affluent centres along the north and east coastline closer to the major conurbations including Whitstable and Herne Bay together with Broadstairs and Ramsgate which all remain popular destinations in their own right.

A lack of direct investment over the last decade or so has led to a drive for regeneration with key projects including:-

- Turner Contemporary
- Margate Old Town
- Dreamland
- Transport investment
- Margate flood and coastal protection scheme
- Thanet wide regeneration

The Opportunity

We understand that the original advertised opportunity was as follows:

Thanet District Council has acquired a local amusement known as Dreamland Heritage Amusement Centre (under concession). The council is seeking a suitable and properly qualified service provider, experienced in providing similar services to the services being tendered for under this contract.

The chosen concessionaire will:

- Run the concession as a successful, sustainable and viable amusement centre business so as to enhance Thanet's attractiveness as a leisure holiday and retail destination for visitors.
- Provide learning and volunteering opportunities for the local community
- Undertake certain fit out and improvement works
- Preserve a scenic railway and other heritage assets at the concession and
- Deliver public relations, education and community services.

The term of contract is 25 years.

Current Revised Opportunity

Following negotiations with SHL it was deemed necessary by you to re-advertise the proposal, the details of which are contained within the papers at Appendix 1.

The Council request expressions of interest no later than 21 November 2014 seeking parties who have the following attributes.

- Proven track record of similar commercial operations, if possible with case studies/examples
- Evidence of sound financial covenant and details of the organisation
- Evidence of the capacity to manage the unit (s) of the interest
- Track record of working in partnership with local authorities and other bodies
- Evidence of being able to generate social/economic/environmental benefits to an area

The paper makes clear that a party which responded to the Council's previous request for expressions of interest and which has met the Council's requirement with regard to track record has been carried forward from the previous procedure. The Council makes clear in the papers that any further expressions of interest from suitably qualified organisations will be evaluated alongside the respondent who has been carried forward.

[Advertising](#)

We understand that the opportunity to tender was made public and marketed by the following means:-

- Estates Gazette retail and leisure supplement – 6 October 2014
- Estates Gazette online banner – 22 October 2014
- Estates Gazette direct mailshot – directed to property professionals in London and the southeast – 6 November 2014
- Park World online from June 2014 to 21 November 2014
- World's Fair – 6 week advertising commencing 6 November 2014
- Thanet District Council website from early September 2014
- A 'To Let' board on the frontage to the site
- Local media and national media reports on Dreamland

Furthermore, the Council also wrote to all parties who previously registered an expression of interest that were logged as part of the original procurement exercise.

A long leasehold interest was offered.

[Responses](#)

We are informed that formal responses to this tender process were received from five parties being:-

- The Dreamland Trust
- JHC Bembom
- Harbour Park Limited
- James Mellors Limited
- Stockvale Limited

These were duly considered by the Council and scored, together with the original SHL submission, against the specific tender criteria being - business plan, development appraisal, regeneration commitment, evidence of successful operation of similar parks and quality standards.

Proposed Submission

We understand the proposed submission that you are seeking to enter in to remains the one originally received from SHL but with a number of salient amendments including principally:-

- Change in the demise to be leased including a larger lower ground floor area of the main Dreamland building
- Change of the proposed lease term to 99 years
- Change in the proposed concession agreement to exclude specific rides.
- Change to the rental structure

A copy of the original tender submission is attached as Appendix 2 to this report and we reiterate that this bid submission is, in our opinion, extremely thorough and clearly outlines sufficient and background of the opportunity with a detailed business plan and profit and loss modelling with notes, cash flow and revenue analysis, together with proposed organisational structure for the development and subsequent management of the scheme.

Details of the estimated pre-opening Capex requirements, totalling just over £4 are also explicitly provided together with a pre-opening plan, however we now understand that a further £2.5m has been allocated to this initial budget.

In addition, there is a regeneration commitment and details of key stakeholders together with evidence of the experience of directors of SLH.

Rental Consideration

SHL's indication of rent is, we understand, based on a percentage of turnover calculated as follows:-

- 2.5% in excess of £10m Gross Turnover
- 2.625% in excess of £12.5m
- 2.75% in excess of £15m

Gross Turnover is defined as income (net of vat) for all ticket sales, room hire and food and beverage operations.

In addition there is a rent payable arising from sublease arrangements of 10% of the gross rent received on sublease and other short terms lettings, referred to in the lease as the Additional Rent.

There is no base rent provision and a rent free period of 7 years.

Proposed Lease and Concession Terms

We have been provided with a copy of the revised draft lease and concession agreement in relation to the property, which are attached as **Appendix 3 and 4** respectively to this report.

The Concession Agreement and the Lease make up the proposed Entire Agreement between SHL and you.

The salient details of these documents are as follows:-

Revised Proposed Lease:

Term	99 years
Premium	None
Demise	<p>Dreamland Heritage Amusement Centre, Marine Terrace, Margate, including all buildings, erections, structures, plant, fixtures, fittings, and equipment things including the rides and appurtenances – excluding the cinema and the cinema structure – shown edged red on the plan attached to the lease).</p> <p>In addition to the above premises the lease is to include:</p> <ul style="list-style-type: none"> • The internal non-structural surfaces of the lower ground floor of the cinema (excluding organ rooms) • The internal non-structural surfaces of the cinema basement area 1 lower ground floor • The loading bay/service area fronting hall by the Sea Road • Ballroom – area 3 <p>(These areas are shown on the plans attached at Appendix 3)</p>
Outgoings	The tenant will pay and will indemnify the Landlord against all existing and future rates, taxes, levies, costs, charges, outgoings and impositions
Repair and Decorations	<p>The tenant will put and keep the property in good and substantial repair, condition and decoration, put and keep all rides on the property in good and substantial repair and in good working order and keep the summer parking area in a state and condition reasonably suitable.</p> <p>It is noted that the tenant is under no obligation to keep the property in any better state of repair and condition than is evidenced by the schedule of condition nor is the tenant under any obligation to keep the rides in any better state of repair and condition than that as evidenced by the schedule of condition.</p>

Keep Clean and Tidy	The tenant will keep the property clean and tidy and clear of all rubbish and arrange for the removal of refuse
Use	The Tenant will not use the property otherwise than as an amusement park with associated retail leisure office and axillary uses for the holding of temporary events including funfairs and travelling circuses, together with (provided that such uses are ancillary to the primary use of the property as an amusement park) catering for visitors to the property or other permitted event, concerts, retail, games, stores, sideshows, refreshment, education, training and volunteer facilities.
Alterations	<p>The Tenant will not make any alterations to the property; unite the property with any neighbouring property or make any alterations to the property or to the conduits except as permitted.</p> <p>The Tenant may make internal non-structural alterations to buildings on the property, make external and structural alterations to buildings on the property and install and remove rides, booths and stalls at the property in connection with the user permitted subject to the tenant first obtaining the written consent of the Landlord, such consent not to be unreasonably withheld or delayed.</p> <p>The tenant is however permitted to make alterations and additions to the property which does not affect the structural integrity of any building on the property provided that prior notification is given to the landlord.</p> <p>Annexed to the lease there will be a plan showing the layout of the amusement park. Material alterations to the layout will require landlord's written consent.</p>
Assignment/Underletting	<p>The Tenant will not assign the whole of this lease without the consent of the Landlord such consent not to be unreasonably withheld.</p> <p>The Tenant will not assign part only of this lease.</p> <p>The Tenant will not underlet the whole of the property</p> <p>The Tenant will not underlet a permitted part except in accordance with specific clauses nor without the consent of the Landlord, such consent not to be unreasonably withheld.</p> <p>Subletting of the premises is permitted but any sublease will be excluded from the 1954 Landlord and Tenant Act. The Landlord's consent will not be required for concessions.</p>
Concession and Licence Arrangements	The Tenant may without the consent of the landlord grant concessions and/or licenses for a period not exceeding 6 months to occupy any part of the property. The tenant shall provide the landlord with full details of all and any such licenses or concessions granted from time to time during the terms.

Insurance	The Landlord will insure the demise including the scenic railway and rides and will recover the proportionate cost of the insurance premium from the tenant at the time of renewal of the policy. The Landlord is also obligated to insure the Cinema building, but at their own cost.
Service Charge	A Service Charge is also payable in relation to the supply of common services and apportion to each occupier as relevant.
Break Clauses	The Tenant has a break clause at the 5 th anniversary of the term requiring not less than 6 months prior written notice. The Landlord has a break on the 10 th anniversary of the terms but only in the event that the Tenant is in material and substantial breach of its obligations under the lease and written notice of at least 12 months is required.
Sections 24-28 Landlord and Tenant Act 1954	The lease is not contracted out of the Landlord and Tenant Act.

We understand that a schedule of condition will be drawn up in accordance with the lease terms and so as to coincide with the landlord's works having been completed. The landlord is required to meet the conditions of the Heritage Lottery Fund (HLF) and undertake the following works.

- Restoration to operational standard of the Grade II* Scenic Railway
- Part restoration of the undercroft of the Grade II* Dreamland Cinema Complex
- Restoration of the Grade II Menagerie Cages
- Renewal of visitor facilities and landscaping
- Provision of signage and interpretation throughout
- Restoration to operational standards 5 rides

Furthermore, we understand that the tenant is also undertaking various agreed works including:

- Fit out works – bring up to an operational standard the restaurant and all retail areas (Phase 1 works)
- The acquisition of further rides to assist that delivery of the amusement park, type of ride to be agreed between the landlord and tenant.

[Proposed Concession Agreement:](#)

We understand that this agreement is to be granted so as to comply with grant funding obligations and legislation regarding service agreement public procurement, and so that various obligations regarding a specification of parallel services not associated directly to the obligation of the lease can be met, including for example the provision of public relations, educational and community services.

Concession	In relation to the management and operation of Dreamland Heritage Amusement Centre, Margate, including public relations, education and community services together with the preservation of the scenic railway and other heritage assets.
Grant Funding	The concession has the benefit of grant funding (HLF) and the concession agreement is therefore tailored to ensure that this funding is appropriately used on the regeneration
Concession Period	The period of the concession is 25 years
Obligations	There are various operational obligations including opening times and location of the scenic railway and sublet / concessions that are specific
Step in and Step Out	There are appropriate step in notices for the Local Authority in respect of various breaches of the concession agreement and obligations for appropriate step out notices to be served. The parties agree that all the step in and step out provisions come second in time to any such rights granted by the concessionaire to a third party providing funding for the concessionaire.
Termination	The authority may terminate the concession agreement by notice in writing if the concessionaire is in material breach of a number of specified obligations including HLF Event of Default.
Assignment and Subcontracting	The concessionaire shall be entitled without the consent of the authority to transfer or assign the benefit of the concession agreement to any lawful transferee or assignee of the lease.

The concession has the benefit of grant funding awarded by the CABE on 1 February 2010, subsequently assigned to the Secretary of State of Culture Media and Sport on 31 March 2011 and the National Lottery on 17 January 2012 for the approved purposes set out in the relevant grants and the authority remains the accountable body in respect of those grants.

Opinion of Best Consideration

Having given consideration to the information provided and our knowledge of the site together with the general dynamics of the location, length of lease and terms proposed, and the terms and obligations proposed of the concession agreement, it is our opinion that the current proposal is at best consideration in the market at this time.

Our opinion is based upon the following key points:-

- The opportunity to acquire an interest and operating concession in the property was appropriately and extensively advertised and exposed to the open market as part of this tender process, having been also presented to the market appropriately as part of the original tender process (June / July 2014)

- The advertising undertaken was comprehensive and covered both leisure and theme park specialist and property orientated publications, together with local and national media sources. We also understand that there was a 'to let' board on site providing specific exposure in the locality, and details where on the Council's website.
- A number of approaches were received and appropriate information provided to enable them to submit formal tenders against the specified criteria requested. The timescale was also adequate. Any additional requests for supplementary information from the interested parties was suitable dealt with by the Council.
- The tender documents were thorough in their specification of the concession service contract and lease agreement for the site allowing interested parties full knowledge of the facts.
- The market had appropriate information on which to submit tenders.
- Out of the five new tenders submitted sitting alongside the SHL tender, none submitted a full suite of criteria information with the exception of SHL, as referenced in the Evaluation of submissions spread sheet provided.
- In our opinion the SHL tender, complying with all the criteria, should therefore be taken to be representative of the best consideration for the opportunity as presented against the open market submission.
- The rental consideration stepped from 2.5% of gross turnover (net of VAT) is our experience a reasonable sum payable in the circumstances of an effective ground rental.
- We acknowledge that no premium or base rental is proposed as payable and that a seven year rent free period is also proposed. We do not feel that these terms are unrealistic given the substantial risk profile and general dynamics of the site. The lessee is required to undertake substantial capital works pre-opening (that are now some £2.5m more than originally anticipated), and although grant funding has been allocated, this project is still extremely speculative in our opinion, given market conditions prevailing in this sector of leisure.
- There is considerable risk associated with the viability of a scheme of this nature particularly in secondary / tertiary coastal location. The sector of leisure in which the attraction will trade (theme park and visitor attractions) is heavily dependent on tourism, day trips and disposable income/discretionary spending together with repeat visitation. Whilst we are aware of a number of leisure schemes and visitor attractions that have opened over the past few years that remain successful, there are very few in comparable locations to that of Dreamland and on this scale. Other coastal attractions have been struggling in our experience, evidenced for example by the administration of

Flambards in Helston in December 2013, and most recently Fantasy Island in Skegness in late 2014.

- We set out below our SWOT analysis of the site and development clearly illustrating that the risk (weaknesses and threats) outweigh the benefits (strengths and opportunities).

Strengths	Weaknesses
<ul style="list-style-type: none"> • Close to Margate train station • Substantial site with potential • Grant funding allocated • Planning backed 	<ul style="list-style-type: none"> • Margate is not regarded as a key coastal destination venue. • High costs of development (albeit some to be met by grant funding) • Need for annual investment to ensure product remains interesting and attractive. • Obligations to maintain listed features, including the Scenic Railway • Highly speculative in location / need for substantial media campaign to kick start. • Limited direct catchment – not 360°
Opportunities	Threats
<ul style="list-style-type: none"> • To develop a modern quality visitor attraction and destination venue. 	<ul style="list-style-type: none"> • Weather • General economy • Development of competition – in and around more popular south east locations with consideration to the substantial scheme planned at Swanscombe for example • English Heritage constraints / listed building ties

- There is no direct comparable information on ground rents payable for similar coastal theme park proposals that we are aware of.

Local Government Act 1972 – General Disposal Consent (England) 2003

Under this act local authorities are given powers to dispose of land in any manner they wish including sale of a freehold interest, granting a lease or assigning any unexpired term on a lease and the granting of easements. The only constraint is that a disposal must be for the best consider reasonably obtainable. Furthermore, the terms of the consent mean that specific consent is not required for the disposal of an interest in land which the authority considers will help it to secure the promotion or improvement of the economic social or environmental wellbeing of its area.

It is our opinion that the disposal and subsequent reinstatement of Dreamland against the tender proposal would be deemed to be a significant improvement of the economic social and environmental wellbeing of this specific area. This site has been redundant for some time, and the buildings had fallen into a poor state, which has in part been mitigated by the Council's intervention and actions.

The redevelopment of the site to create a destination attraction and venue facility should aid and act as a catalyst to further regeneration in Margate, creating opportunities, jobs and economic benefits.

We trust that the foregoing is adequate for the purposes of complying with your obligations under the Local Government Act 1972, however, if you require any further clarification please do not hesitate to contact us.

Yours faithfully

A handwritten signature in blue ink, reading 'Richard Baldwin', followed by a horizontal line.

Richard N Baldwin MRICS

Director

For and on behalf of GVA



Appendix 1

Dreamland Particulars

Express your Interest in the

Dreamland Leisure Centre

located opposite the outstanding seafront area of Margate.

thanet
district council

Thanet District Council's vision for the overall Dreamland project is to re-establish a traditional seaside amusement park in Margate, built around the heritage of Dreamland and the listed buildings and will be the world's first permanent amusement park to be exclusively made up of historic rides and attractions, event space, classic sideshows, cafes, restaurants, innovative interpretation areas and cinema. As the first Amusement Park of thrilling rides, Dreamland will create a balance between the nostalgia of Dreamland's past with the contemporary requirement to meet the needs of the 21st century visitors.



The property is located in Margate, Kent which is a seaside town within the district of Thanet. The town has benefited from a revival and is home to the internationally acclaimed Turner Contemporary. The site is in close proximity to Margate train station and fronts Marine Terrace

Dreamland has a long and important history of both historic and social significance. It has been one of Britain's most famous seaside amusement parks and for many decades was central to the economy of the area as the Isle of Thanet's most-visited tourist attraction. Dreamland's origins lay in the 1860s railway boom and the rapid growth of excursion destinations for the working population.

Accommodation & Facilities

Sample premises within the site:-

Lower Ground (Basement) 850m²

Lower Ground & Ground (last used as a Bingo Hall and storage) 1950m² this area contains the Grade II* listed Compton Organ which currently requires restoration, seating and tables from the previous use remain

Ground floor (last used as a Ballroom) 1100m²

Ground floor (last used as an Arcade) 500m²

First floor restaurant

750m²

First floor & Second floor (last used as a Cinema) 1800m² containing two cinemas with seating of approx.. 400 each



Planning

The site falls within Margate's conservation area and the buildings are listed. For details of the local plan allocation please go to thanet.devplan.org.uk.

Viewing

The premises will be available to view upon prior appointment by emailing: estates@thanet.gov.uk.

VAT

The premises have been opted to tax.

Expressions of Interest

Expressions of interest should be received at estates@thanet.gov.uk no later than 21st November 2014. The Council are seeking parties who have the following attributes:-

- Proven track record of similar commercial operation, if possible with case studies / examples;
- Evidence of sound financial covenant and details of the organisation;
- Evidence of the capacity to manage the unit(s) of interest;
- Track record of working in partnership with local authorities and other bodies;
- Evidence of being able to generate social/economic/environmental benefits to an area;

A party which responded to the Council's previous request for expressions of interest and which has met the Council's requirements with regard to track record has been carried forward from the previous procedure. When the Council receives further expressions of interest from other suitably qualified organisations these will be evaluated alongside the respondent who has been carried forward and provided their offer meets the Council's basic requirements, all respondents will be given an equal opportunity to clarify the details of their offer with Council officers.

Estate Plan



Further information regarding the site and its history can be found at dreamlandmargate.com.

IMPORTANT NOTICE

The Vendors of this property, give notice that:

1. These particulars are set out as a general outline only for guidance to intending Lessees, and do not constitute any part of an offer or contract.
2. Details are given without any responsibility and any intending Lessees or Third Parties should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. Unless otherwise stated, all prices and rents are quoted exclusive of VAT.



Appendix 2

Original
Tender
Submission



THANET DISTRICT COUNCIL

Invitation to Tender (ITT)

TENDER - OPERATOR FOR DREAMLAND HERITAGE AMUSEMENT CENTRE

CONCESSION SERVICE CONTRACT & LEASE AGREEMENT FOR THE DREAMLAND SITE

INVITATION TO TENDER

SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not be considered. **LATE TENDERS CANNOT BE ACCEPTED**

ITEM	CONTRACT DETAILS
TDC:	Concession Service Agreement & Lease Agreement
Contract Description:	Appointment of Operator for Dreamland Heritage Amusement Centre - TDC ref: 438#
Period of Agreement:	35 years
Procuring Officer:	Any queries must be addressed in writing by email to: Karen Paton by email to Karen.paton@thanet.gov.uk by the deadline of 1400 hours Tuesday, 22nd July 2014, being 3 working (Monday to Friday) days before the close of Submission of Tenders Date. <i>This allows sufficient time for the Council to respond. Queries received after this deadline will not be responded to.</i>
Submission instructions:	Tenderers are requested to supply one bound copy and one unbound copy of their tender documents. No electronic copy or submissions by email will be accepted.
Date/time for Tender return:	14:00 hours on Friday, 25th July 2014
Return of Tenders:	It is the responsibility of tenderers to ensure that their tender is delivered to: The Democratic Services Manager, Thanet District Council, Council Offices PO Box 9, Cecil Street, Margate, Kent, CT9 1XZ no later than the date shown in the above timescale. The Council will not consider tenders received after that time. Tenderers must not submit Tenders via e- mail to the

	Council i.e. Tenderers must only return hand delivered or posted hard copy tenders which will be time receipted at TDC but are subject to postal risk dependent on method sent.
Packaging:	<p>TDC Tenders must be marked only as shown on the return label provided as part of the ITT:</p> <p>Do Not Open</p> <p>Tender: Operator for Dreamland Heritage Amusement Centre</p> <p>DEADLINE: 14:00 Hours on 25th July 2014</p> <p>The Democratic Services Manager, Thanet District Council, Council Offices, PO Box 9, Cecil Street, Margate, Kent CT9 1XZ</p> <p>IMPORTANT NOTE: The packaging must not bear any sign or reference which might indicate the identity of the Tenderer or distinguishing marks as to company origin. Any such markings will cause the tender to be disqualified prior to opening.</p>

Procurement Timetable

This timetable is **indicative** only. The Council reserves the right to change it at its discretion.

Stage	Date(s)/time
Issue of Invitation to Tender	Commencing 11 th June, 2014
Clarifications or queries	14:00 hours on Tuesday, 22nd July 2014 being 3 clear working days before tender submission deadline
Submission of Tenders	14:00 hours on Friday, 25th July 2014
Opening and commencement of Evaluation of Tenders	After submission of tenders deadline
Expected date of award of Contract/Order	W/C 1 st September 2014

IMPORTANT NOTICE

This Invitation to Tender ("ITT") is issued by Thanet District Council (the "Council") to Appoint the Operator for Dreamland Heritage Amusement Centre as specified (the "Concession Agreement and Lease"), in accordance with the Council's requirements as set out in this ITT and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential in perpetuity. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Concession Agreement and Lease or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Concession Agreement and Lease.

Section 1

1. BACKGROUND INFORMATION

- 1.1. Further details of the Council's needs under this Agreement and other relevant information are provided in the Concession Agreement including annexed documentation and Draft Lease Agreement.
- 1.2. If you have any questions or require any clarifications, please contact the Lead Officer specified above.
- 1.3. Other than the person or persons identified above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Concession Agreement and Lease.
- 1.4. Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.
- 1.5. Tenderers shall face automatic disqualification if they lobby or canvass for the agreement during the tender process. Tenderers should state, in writing, submitted with their tender, whether any councillor, officer, servant or agent of the Council has direct or indirect interest in their business.
- 1.6. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 1.7. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 1.8. Under the Concession Agreement and Lease the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Concession Agreement and Lease before submitting their Tender.
- 1.9. Tenderers are encouraged to undertake a site visit to the amusement centre to inform their tender submission. Site visits will be by appointment only and limited to the following dates: 17th June, 24th June, and 1st July, 2014. Please contact Karen.paton@thanet.gov.uk to arrange an appointment to visit site.
- 1.10. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

2. Instructions for Completion and Submission of Tender

- 2.1. Thanet District Council is seeking to award the Concession Agreement to one Concessionaire together with a Lease Agreement for the associated site.

3. Instructions for Completion of Tender

- 3.1. Tenders must be completed in the English language or a full English translation provided at no cost to the Council.

- 3.2. The Tender may only be typed, signed as required and returned in hard copy. Please ensure the entire document is returned in its original order, without additions or literature in support (unless these are expressly permitted under the terms hereof).
- 3.3. Tenderers should seek to clarify any points of doubt or difficulty with the Council before submitting a tender in writing by email to karen.paton@thanet.gov.uk not less than 3 working (Monday to Friday) days before the close of Submission of Tenders Date. No telephone calls will be accepted.
- 3.4. Tenderers shall face automatic disqualification if they lobby or canvass for the Agreement during the tender process. Tenderers should state, in writing, submitted with their tender, whether any councillor, officer, servant or agent of the Council has any direct or indirect interest in their company group or business.
- 3.5. Validity – the tenderer is required to keep the tender valid for acceptance for a period of 120 days from the return date.

4. Submission of Tender

- 4.1 The Form of Tender together with all documentation supplied by the Council to the Tenderer must be duly completed and submitted to the The Democratic Services Manager, Thanet District Council, Council Offices, PO Box 9, Cecil Street, Margate, Kent CT9 1XZ to be received by no later than **14:00 hours on Friday, 25th July, 2014.**
- 4.2 Any Form of Tender submitted after that date may not be considered for acceptance.
- 4.3 The tender form must be signed:-
 - 4.3.1 Where the tenderer is an individual, by that individual,
 - 4.3.2 Where the tenderer is a partnership by two duly authorised partners,
 - 4.3.3 Where the tenderer is a company, by a director or the Company Secretary, such persons being authorised for that purpose.
- 4.4 No alteration or addition shall be made to the Form or Conditions of Agreement.
- 4.5 Only tenders submitted without qualification, strictly in accordance with the tender documents as issued shall be accepted for consideration. The Council's decision on whether or not a tender is acceptable shall be final and the tenderer concerned shall not be consulted.
- 4.6 The Form of Tender must be sealed in an envelope using the following label on the envelope. Any such envelope shall not bear any name or mark by which the Tenderer can be identified as this will automatically disqualify the submission.

DO NOT OPEN

Tender: Operator for the Dreamland Heritage Amusement Centre

DEADLINE: 14:00 hours on Friday, 25th July 2014

**The Democratic Services Manager,
Thanet District Council
Council Offices
PO Box 9, Cecil Street
Margate
Kent
CT9 1XZ**

- 4.7 Should the Tender be delivered by hand, it may only be deposited at Thanet's Gateway Plus at Cecil Street, Margate, Kent CT9 1RE. Deposit of a hand delivered Tender envelope at any other location will render the Tender invalid.
- 4.8 Tenderers may also post hard copy of tenders which will be time receipted at Thanet District Council but are subject to postal risk dependent on method sent.
- 4.9 Tenderers are advised on deposit of a hand delivered Tender envelope to obtain a receipt from the receptionist showing the date and time of the delivery. The receipt should be signed. In the event of a dispute over the existence or date or time of a delivery of a hand delivered envelope, the Council will only accept production of a signed, timed and dated receipt as evidence that the Tender envelope was properly delivered to Thanet's Gateway Plus. Please note that care must be taken when using "Data post" or similar delivery service to ensure that the Tender envelope does not identify the name of the Tenderer as this may disqualify the Tender.

5. Invalid Tenders

- 5.1. The Council's nominated officer may declare a tender invalid where:
- 5.1.1. It does not comply with the specifications.
- 5.1.2. It does not comply with the notes of guidance
- 5.1.3. It has not been properly completed and the tender submission could subsequently be varied against the interest of the Council.

6. Evaluation and Acceptance

- 6.1 The Council will accept Tenders for the Appointment of Operator for Dreamland Heritage Amusement Centre based on the applicant's confirmed commitment to comply with the Council's Terms and Conditions.

- 6.2 The purpose of the evaluation criteria is to assist in the evaluation of tenders.
- 6.3 Only tenders submitted without qualification, strictly in accordance with the tender documents as issued shall be accepted for consideration. The Council's decision on whether or not a tender is acceptable shall be final and the tenderer concerned shall not be consulted.
- 6.4 The successful tender shall only be accepted subject to the tenderer submitting all insurance policy evidence pursuant to the requirements of being Appointed Operator for Dreamland Heritage Amusement Centre to these being acceptable to the Council.
- 6.5 The successful tenderer will be required to enter into a legal agreement in the form of that set out in Section 2 (Form of Agreement) and a separate Lease Agreement within 21 days of receipt of the Council's written tender acceptance notification.
- 6.6 Site lease is subject to the award of the concession service contract.

7. Tender Evaluation and Award Criteria

- 7.1. The Council reserves the right to accept the whole or any part of any Tender submitted.
- 7.2. Each Tender will be checked initially for compliance with all requirements herein. During the evaluation period, the Council reserves the right to seek clarification in writing from the Tenderers, to assist it in its consideration of their Tenders.
- 7.3. The Council may decide to interview Tenderers, to assist its tendering process, and Tenderers will be notified in due course.
- 7.4. Tenders will be evaluated to determine the most economically advantageous tender taking into consideration the award criteria.
- 7.5. All elements of the Tenderer's submission will be assessed to determine the most economically advantageous tender taking into consideration the award criteria weightings, which is Non Price 100%.
- 7.6 We will assess the information submitted in this Invitation to Tender by considering the concessionaires suitability on:
- ☐ Professional Ability
- ☐ Technical Capacity
- ☐ Response to the requirements and specification

We will evaluate the tender using the following factors:

7.6.1 Sections marked on a PASS/FAIL basis.

1. Validity of tender in accordance with Instructions to Tender
2. Variant bid only considered if a compliant bid is received.
3. The Council will perform a due diligence test on the tenderer/s considered for recommendation as the successful concessionaire, including financial, technical capacity against the information provided in 7.6.2 A, B & C.

Term	Typical characteristic
Fail	Bidder's submission is fundamentally absent or limited and is lacking in relation to a significant proportion of the requirement. The information provided does not address or only partially meets the Council's requirements / evaluation criteria as detailed above.
Pass	Bidder's submission demonstrates, complies with and evidences the Council's requirements / evaluation criteria as detailed above at a reasonable to high standard.

'Pass/fail' criteria - A 'fail' for one or more of these elements may provide grounds for excluding the application from further consideration.

7.6.2 Company Information, Insurances, Financial Information

A.1	Trading Name & Address	Sands Heritage Ltd 16 Marine Drive, Margate, Kent, CT9 1DH
A.2	Address for correspondence	as above
A.3	Contact Name:	Nick Conington
	Position in Company:	Executive Chairman
	Telephone Number:	07794-336063
	Fax Number:	n/a
	Email Address:	nick@sandsheritage.co.uk
	Mobile Phone Number:	07794-336063
A.4	Company Website:	www.sandsheritage.co.uk
A.5	Company Status:	Please Indicate
	Sole Trader	Yes / No
	Partnership	Yes / No
	Limited Company	(Yes) / No
	Public Limited Company	Yes / No
	Charity	Yes / No
	Other (please specify)	
A.6	Date of Formation or Registration:	19th June 2014
A.7	Registration Number:	9094163
	Registered Address:	Bridge House London Bridge London SE1 9QR
A.8	VAT Number:	not yet registered
A.9	Will your organisation be delivering this contract itself without the use of partners or sub-contractors?	(Yes) / No
	If 'no' explain which part of the contract you intend to use another organisation for and describe how you intend to manage all third parties you will use?	n/a. (Yes) / No

A.10	Do you undertake to take total responsibility for the delivery of this contract irrespective of whether it is delivered by your own company or with one or more sub-contractors or partners?	(Yes) / No
A.11	Does your company (or any members of the partnership/consortium or sub-contractors if applicable) have any association (either directly or indirectly) with any member or employee of Thanet District Council?	(Yes) / (No)
	If yes, please provide details:	n/a
A.12	The Council will exclude economic operators (suppliers, contractors and services providers) from this Concession Agreement and Lease where they have been convicted of certain offences.	
	Please indicate whether your organisation, or any of its directors, partners or any other person who has powers of representation, decision or control, have been convicted of any of the offences listed in Appendix A.	(Yes) / (No)

B. INSURANCE Essential Information - (Pass/Fail)

Please provide copies of current insurances AND confirmation that you have or, if successful, will buy the following minimum levels of insurance:	If satisfactory confirmation cannot be given the PQQ will not be considered further.
Professional Indemnity £2 million	(Yes) / No
Public liability £20 million	(Yes) / No
Employers liability £10 million	(Yes) / No
Business Continuity – 3 years profit	(Yes) / No
Concessions – £5 million	(Yes) / No
N.B. Insurance certification will be validated as part of any contract award.	

C. FINANCIAL INFORMATION Essential Information - (Pass/Fail)

Financial Information		
What was your turnover in the last two years (if this	£ for year ended ____/____/____	£ for year ended ____/____/____

Financial Information	
applies)?	
Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?	Yes / No <i>n/a</i>
If "No" what were the reasons, and what has been done to put things right?	<i>SHL was only incorporated on 19th June 2014</i>
Has your organisation met all its obligations to pay its creditors and staff during the past year?	Yes / No <i>n/a</i>
If "No" please explain why not:	<i>SHL was only incorporated on 19th June 2014</i>
Please provide copies of audited accounts and annual report for your Organisation for the last three years of trading as submitted to the Inland Revenue. Please ensure you include all documents indicated.	Balance Sheet: Yes / No <i>n/a</i> Profit and Loss accounts or income and expenditure: Yes / No <i>n/a</i> Full notes to the accounts: Yes / No <i>n/a</i>
If your organisation is part of a group then please supply the above data for both the ultimate parent and the subsidiary	Managing Partner's or Director's report, and audit report Yes / No <i>n/a</i>

D. HEALTH & SAFETY
Essential Information – (Pass/Fail)

The Council has a duty to ensure the health and safety of any Contract Employees undertaking work on its behalf, and also has a responsibility to ensure that their activities do not harm other people, such as members of the public, visitors or other contract workers. In order to enable the Council to carry out these duties correctly, the following information is required from Contractors wishing to Contract with the Council.	
Does your Company have a Health and Safety Policy	<input checked="" type="radio"/> Yes / <input type="radio"/> No

Has your Organisation been prosecuted for contravention of the Health and Safety at Work Act 1974 or any other related Health and Safety Legislation during the last five years or are you subject to a current prosecution?	<input checked="" type="radio"/> Yes / <input type="radio"/> No If yes, please provide details.
Does your Company have arrangements in place to record and investigate accidents at work?	<input checked="" type="radio"/> Yes / <input type="radio"/> No

E. EQUALITY & DIVERSITY
Essential Information – (Pass/Fail)

UK Public bodies have a statutory duty to ensure that protected groups are treated fairly in delivery of council services. Thanet District Council considers it necessary for all organisations wishing to provide services on behalf of the Council to demonstrate that all relevant and proportionate steps have been taken to eliminate discrimination, promote equality of opportunity and promote good relations between different groups in employment and service delivery in respect of:	
<ul style="list-style-type: none"> • Race (including colour, nationality and ethnic or national origins), • Sex • Gender Reassignment • Pregnancy and maternity • Disability • Sexual orientation (gay, lesbian, bisexual and heterosexual) • Marriage and civil partnership • Religion or belief (including atheist beliefs and no religion or belief) • Age 	
Does your organisation have a policy and other supporting documentation that demonstrates compliance with the above requirement?	<input checked="" type="radio"/> Yes / <input type="radio"/> No

7.6.3 The following criterion, elements tabled below MUST be covered within the Concessionaire's proposal/bid submission to be contained within the Concession Agreement at Annex 4.

These requirements not assessed on a pass/fail basis will be scored on the basis of the scoring method below with the total score aggregated in relation to its criteria weighting.

Answers will be assessed against the Council's requirements detailed in the specification, terms and conditions and "Individual Requirements".

Tenderers will also be assessed within these criteria as to how well they have understood the needs, objectives and priorities of the Council.

The award criteria weighting for this contract is as follows:

Criteria	Weighting
1. Business Plan	
To encompass vision and mission statement showing its reflection of the project plans and HLF requirements.	20%
The plan should include company background, a market model, pricing model, 12 month indicative marketing and event plan, organizational chart, risk strategy and H&S Policy.	
The business plan should take into account the period from term commencement date for the next three years.	
2. Development appraisal	30%
That shows costs and income projections to demonstrate financial consideration required to cover cash flow for the three year period from term commencement date, to link in with the business plan.	
The appraisal must state the level of rent the operator is prepared to pay for the first five years of term.	
Where funding is required to cover capital investment and revenue costs prior to the opening of the centre it is expected to show the method of funding and together with any interest costs.	
3. Regeneration commitment	16%
To demonstrate an understanding, empathy and dedication to contributing to regeneration of the District and how this factors into the business plan.	
Matters to be included are how you will recognize key stakeholders, support youth development, community programmes and activities, employment, Corporate Social Responsibility (CSR) policy.	
4. Evidence of successful operation of a similar leisure park.	20%
Able to evidence relevant experience and skills by sharing information that shows the successful performance of a theme park/centre of similar scale, measured against a medium term business plan.	
5. Quality standards	14%
Evidence of quality standards, industrial awards, customer satisfaction surveys, quality of design within operations including branding. Examples of best practice.	
	100%

Score Meaning

Score	Meaning
0	<i>Unacceptable.</i> No response to the question or the response is highly inaccurate
1	<i>Poor.</i> Limited response provided, or a response that is inadequate, substantially

	irrelevant, inaccurate or misleading
2	<i>Below Expectations.</i> Response only partially addresses the question
3	<i>Satisfactory.</i> An acceptable response submitted in terms of the level of detail, accuracy and relevance. The response is good but there are either some omissions of important factors or negative indications that reduce the extent to which the project aims will be achieved
4	<i>Good.</i> A comprehensive response submitted in terms of detail and relevance and clearly meets most of the project aims or requirement with no negative indications or inconsistencies.
5	<i>Excellent.</i> Exceptional demonstration of the relevant ability, understanding, experience, skills, resources & quality measures required to meet the projects aims or requirement. Response highly relevant with comparable contract value.

Please note:

If you have any concerns with answering these questions fully, please do not hesitate to raise your queries via the contact detail given in the Instructions for Completion.

8. Specification and Requirements

- 8.1 Tenderers must ensure that they familiarise themselves and understand the council's specification and requirements as contained within the Concession Agreement, accompanying annexes in conjunction with the proposed draft Lease Agreement.

9. Conditions of Contract

- 9.1 Conditions of Contract are those contained within the Concession Agreement.
- 9.2 Lease conditions are contained within the Draft Lease Agreement

Section 2

FORM OF AGREEMENT

THIS AGREEMENT is made the.....day of.....20 BETWEEN

THANET DISTRICT COUNCIL of Council Offices, Cecil Street, Margate in the County of

Kent CT9 1XZ (hereinafter called "The Council") of the one part and

Sands Heritage Ltd.....whose registered office is situate at

Bridge House, London Bridge.....(Co. No. 9094163) (hereinafter called
SEI 90R

"The Concessionaire") of the other part.

WHEREAS the Council is desirous to appoint an Operator for Dreamland Heritage Amusement Centre within the District of Thanet in the County of Kent ('the Services') and has accepted a tender by the Concessionaire for the provision of the Services for the period of 35 years commencing on and from2014

NOW THIS AGREEMENT WITNESSETH as follows: -

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the documents hereinafter referred to
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Background, instructions and evaluation document
 - (b) Conditions of Contract
 - Concession Agreement including annexed documentation
 - (c) Concessionaire's Tender and the Council's written acceptance thereof
 - (d) Specification & Requirement
 - Concession Agreement including annexed documentation
 - (e) Anti-Collusion Certificate
 - (f) Parent Company Guarantee (as required)
 - (g) Additional correspondence received, copies of which are annexed:
(to be completed prior to award, as applicable)
- 3) In consideration of the payments to be made by the Council to the Concessionaire as hereinafter mentioned the Concessionaire hereby covenants with the Council to provide the Services in all respects with the provisions of the Agreement.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Concessionaire has hereunto executed this Agreement as a deed the day and year first hereinbefore written

THE COMMON SEAL of THANET
DISTRICT COUNCIL of
THANET was affixed to
this deed in the presence of:

Member

Solicitor

SIGNED AS A DEED by.....
acting by a director
and its Company Secretary or by two
Directors:

NICHOLAS ANDREW CONINGTON

KAREN ANNE CONINGTON

*delete as applicable

Director

Director/Co. Secretary*

DATED

2013

THANET DISTRICT COUNCIL (1)

And

[the Concessionaire] (2)
Sands Heritage Ltd

AGREEMENT

Operator for Dreamland Heritage Amusement Centre

Legal Services,

Thanet District Council (Ref JW)

Section 3

THANET DISTRICT COUNCIL

Form of Tender

Appointment of Operator for Dreamland Heritage Amusement Centre

Having examined the Council's Tender Documents for the above Services we offer and undertake to carry out the said Services in conformity in all respects with the Council's requirements of ITT.

We... Sands Heritage Ltd (Co. Name) undertake to provide the Services to the Council in accordance with the above-mentioned documents

Unless and until a legal agreement is executed then this Tender together with the Council's written acceptance thereof shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this.....day of2014

Signature.....

Name and Position in Company..... Executive Chairman

Full name and Address of Company..... Sands Heritage Ltd

Telephone no..... 07794-336063

Email address..... nick@ sandsheritage.co.uk

Section 4

THANET DISTRICT COUNCIL

ANTI-COLLUSION CERTIFICATE

1 We certify that:

- (i) This tender is a bona-fide tender; intended to be competitive
- (ii) We have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person;
- (iii) We have not and we undertake that we will not before the award of any contract for the Services: -
 - (a) communicate to any person other than the person calling for this tender or a person duly authorised by him the details of the tender or proposed tender, except where the disclosure, in confidence, of the details of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any person that he shall refrain from tendering, that he will withdraw any tender once offered or vary the details of any tender to be submitted;
 - (c) pay, give or offer to pay or give any sum of money, inducement or other 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 the Services any act or thing of the sort described at (a) or (b) above.

2. We further certify that the principles described in paragraphs 1(iii), (a), (b) and (c) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing Services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

3. In this certificate, the word "individuals" includes any individuals and any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the Services" means the Goods, Works and/or Services in relation to which this tender is made.

Dated this 24th day of July 2014
Signature N.A. [Signature] in the capacity of Executive Chairman

Duly authorised to certify the contents of this Anti-Collusion Certificate for and on behalf of:

Sands Heritage Ltd

Postal Address

16 Marine Drive, Margate, Kent, CT9 1DH

Fax No: n/a Telephone No 07794-336063

Email: nict@sandsheritage.co.uk

Section 5

THANET DISTRICT COUNCIL

PARENT COMPANY - FORM OF GUARANTEE (if applicable)

THIS AGREEMENT is made the day of BETWEEN
[(Co. No.)] whose registered office is at
[] (hereinafter called 'the Parent Company') of the one part and
THANET DISTRICT COUNCIL of P.O. Box 9 Cecil Street Margate Kent CT9 1XZ
(hereinafter called 'the Council') of the other part

WHEREAS:

(1) This Agreement is supplementary to a Contract (hereinafter called 'the **Completion Agreement**') dated the

[] and made between [] (Co. No. []) (hereinafter called 'the Concessionaire') of the one part and the Council of the other part whereby the Concessionaire agreed and appointment as Operator for Dreamland Heritage Amusement Centre in accordance with the Concession Agreement

(2) The Parent Company has agreed to indemnify the Council in manner hereinafter appearing

NOW THE PARENT COMPANY HEREBY AGREES with the Council as follows:

1. IF the Concessionaire shall in any respect fail to execute the Concession Agreement or commit any breach of its obligations thereunder for whatever reason then the Parent Company will indemnify the Council against all losses damages costs and expenses which may be incurred by them by reason of any default on the part of the Concessionaire in performing and observing the agreements and provisions on its part contained in the Concession Agreement.
2. IT IS FURTHER AGREED AND DECLARED that in the event of this indemnity coming into force then the Parent Company will have the option of completing the Concessionaire's obligations itself or of appointing another contractor to do so after consultation with the Council as to the identity of such other contractor and obtaining the consent of the Council which shall not be unreasonably withheld or delayed.
3. IF any questions or dispute shall arise as to the amount of any losses damages costs and expenses due to the Council hereunder or pursuant hereto the amount thereof shall be determined by an arbitrator (who shall be deemed to be acting as an expert and not as an arbitrator) to be agreed upon by the parties hereto or in default of agreement to be nominated by the President or a Vice-President of the Chartered Institute of Arbitrators for the time being whose decision shall be final. The fees for the arbitrator shall be shared equally between the Council and the Parent Company.

4. THE Parent Company shall not be discharged or released from this indemnity by any alteration in the obligations undertaken by the Concessionaire or by any forbearance whether as to payment time performance or otherwise on the part of the Council

IN WITNESS whereof the Parent Company has caused this Agreement to be executed as a deed the day and year first before written

SIGNED AND DELIVERED AS A DEED by

[] acting by a

Director and its Company Secretary or two directors:

Director

Director/Co. Secretary

Section 6

DOCUMENT LIST – TENDER: OPERATOR FOR DREAMLAND HERITAGE AMUSEMENT CENTRE

- 1) **Invitation to Tender** – (1 x Document)
- 2) **Draft Lease** – (1 x Document)
- 3) **Concession Agreement** – (1 x Document)
 - Annex 1 – Advertisement/Contract Notice
 - Annex 2 – Concession Guidelines
 - Annex 4 – Bid submission
 - Annex 7 - Insurance requirements
 - Annex 8 - Child Protection Policy link
 - Annex 9 - Key Personnel)
- 4) **Annex 3 – Plans** – (3 x Documents)

5) **Annex 5 – Schedule of Services**

HLF SUBMISSION BACKGROUND – (1 x Document)

Dreamland HLF Doc

CONTRACT TENDER DWGS & INFO

Clarification Statement – (1 x Document)

Annex 5 Clarification

Architects Drawings - (20 x Documents)

09.49.101_G	09.49.302_D
09.49.102_E	09.49.303_D
09.49.105_D	09.49.304A
09.49.106_D	09.49.305C
09.49.108_A	09.49.307A
09.49.109_B	09.49.308A
09.49.201_D	09.49.309B
09.49.202_D	09.49.310C
09.49.300_D	09.49.311C
09.49.301_D	09.49.312

M & E Engineers Information - (19 x Documents)

14 05 12 - Room Data Sheets	13030-57-LG-XX-PL-02 Rev T1
GHA ME	13030-57-RF-XX-PL-01 Rev T1
13030-53-LG-XX-PL-001 Rev T1	13030-60-RF-XX-PL-01-Rev T1
13030-57-LG-XX-PL-01 Rev T1	

13030-60-XX-XX-SH-01-Rev T1	13030-63-LG-XX-PL-04-Rev T1
13030-60-XX-XX-SH-02-Rev T1	13030-65-LG-XX-PL-01-Rev T1
13030-61-LG-XX-PL-04-Rev T1	13030-65-LG-XX-PL-03-Rev T1
13030-62-LG-XX-PL-01-Rev T1	13030-65-LG-XX-PL-04-Rev T1
13030-62-LG-XX-PL-03-Rev T1	13030-65-LG-XX-PL-05-Rev T1
13030-63-GF-XX-PL-03-Rev T1	13030-65-LG-XX-SC-01-Rev T1
13030-63-LG-XX-PL-01-Rev T1	

Structural Engineers Information - (17 x Documents)

10457 - C300 D2
10457 - C301 D2
10457 - C310 D2
10457-C100
10457-C150
10457-C200
10457-C201
10457-C202
10457-C203
10457-C204
10457-S301-D1
10457-S302-D1
10457-S303-D1
10457-S304-D1
10457-S312-D2
10457-S313-D2
10457-S314-D2
10457-S322-D3
10457-S323-D3
10457-S325-D1

DRAINAGE LAYOUTS (3 x Documents)

10457 - C300 D2

10457 - C301 D2

10457 - C310 D2

INVESTIGATION REPORT – (1 x Document)

MLWGSPtt-10457-060514-Dreamland Margate LQS F1

Annex 6 - Schedule of Rides – (2 x Documents)

Procurement Advert_WFad_Aquisition Final

Procurement Ride Schedule

TOTAL NUMBER OF DOCUMENTS = 70

Section 7

TENDERER'S CHECKLIST

THANET DISTRICT COUNCIL

**CONCESSION AGREEMENT - OPERATOR FOR DREAMLAND HERITAGE
AMUSEMENT CENTRE**

Name of Tenderer:

The Concessionaire has submitted the following information with this Tender.

Document	Please tick if enclosed
Official Form of Tender	<input checked="" type="checkbox"/>
Financial information	<input type="checkbox"/> n/a
Anti-Collusion Certificate	<input checked="" type="checkbox"/>
Parent Company – Form of Guarantee (If applicable)	<input checked="" type="checkbox"/>
Bid Proposal/Submission	<input checked="" type="checkbox"/>

Please tick the following boxes to acknowledge that you have read these sections of the tender documentation:

Document	Please tick if read
Instructions for completion and return	<input checked="" type="checkbox"/>
Evaluation & Specification Award Criteria	<input checked="" type="checkbox"/>

APPENDICES

APPENDIX A (See question 7.6.2 - A.12)

The Council will exclude economic operators (concessionaires, suppliers, contractors and services providers) from this Concession Agreement and Lease where they have been convicted of the following offences:

- (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA(19);
- (b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
- (c) the offence of bribery, where the offence relates to active corruption;
- (d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
- (e) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; or
 - (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
- (ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
- (f) money laundering within the meaning of section 340 of the Proceeds of Crime Act 2002;

(g) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

(h) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

(i) any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

ANNEX 4 - TENDER BID DOCUMENT

SANDS HERITAGE LIMITED

PRIVATE AND CONFIDENTIAL

BID DOCUMENT

**OPERATOR FOR DREAMLAND HERITAGE AMUSEMENT
CENTRE**

25th July 2014

CONFIDENTIALITY STATEMENT

1. This Information Document was prepared by WINK Associates Limited (WINK) in association with Vision XS Ltd (VXS) and Sands Heritage Ltd (SHL), "the Consortia".
2. This Information Document is being delivered for information purposes only to Thanet District Council (TDC) to assist them in deciding whether they wish to award the operating contract of Dreamland Heritage Amusement Centre to Sands Heritage Ltd.
3. Confidentiality and the Consortia's Property
 - 3.1 TDC shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to TDC by the Consortia its employees, agents or sub-contractors and any other confidential information concerning in this procurement submission. TDC shall restrict disclosure of such confidential material to such of its members, employees, agents or sub-contractors as need to know the same for the purpose of discharging the Council's obligations to the Consortia, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the TDC.
 - 3.2 All materials, drawings, specifications and data supplied by the Consortia to TDC during the procurement process shall, at all times, be and remain the exclusive property of the Consortia, but shall be held by TDC in safe custody at its own risk and maintained and kept in good condition by TDC, and shall not be disposed of or used other than in accordance with the Consortia's written instructions or authorisation.
 - 3.3 This condition shall survive termination of the procurement process, however arising.

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EXECUTIVE SUMMARY

SHL believes that this bid is compliant; it also believes that details of the lease and concession terms could be amended for the benefit of both parties. SHL would therefore welcome the opportunity to engage with TDC at an early stage to discuss such areas which could include repairing lease obligations, site delivery, park opening times, repainting requirements, lease renewal, and additional leases (e.g. staff facilities and car parks).

Nick Conington, who is leading this bid, has invested in Margate (Sands Hotel) and is committed to Margate's on-going regeneration and future growth. Nick is also committed to the broader, non-commercial aspirations for Dreamland in terms of place changing, youth development, job creation and of course maintaining and promoting the "shop window" for Margate's heritage in a fun and engaging way, always underpinned by quality. Nick's commitment to Margate is further evidenced in that he has just brought a house in the town and family members work in his hotel. If Sands Heritage Limited (SHL) win the operating contract for Dreamland, Nick will look to invest further including bidding for future Dreamland packages (Sunshine Café etc.) as they become available.

The board of SHL is comprised of industry and financial expertise who can demonstrate sector-specific success as visitor attraction operators and who can evidence national award winning standards in both the profit and not for profit sectors. The individuals concerned understand the importance of brand and what is required to achieve and promote the offer in a sustainable way to ensure competitive advantage.

Nick and his board are dedicated to making Dreamland a quality destination and are committed to the broader goals of regenerating Margate. To this end the SHL Board will make a commitment of donating a meaningful percentage of distributable profits to local registered charities each year. This sum will be agreed in discussion with TDC at a time when a detailed operational budget can be worked up.

With this team SHL feels its plans are well founded, credible and completely achievable. The figures tabled below are deemed as being prudent. Early negotiation's with a high street bank based on SHL's business plan for Dreamland (contained in this Tender document) has elicited a letter of "support in principle" (Appendix 1) to the tune of £2M, matching Nick's and his fellow investors

commitment of £2M themselves. Further to this "Expressions of Interest" have been received from two potential, specialist tenants who are prepared to invest with appropriate covenants validating the rental assumption detailed in the business plan (Appendix 2).

Headline Numbers

Dreamland Margate					
Year	1	2	3	4	5
Footfall:	368 820	436 231	484 934	533 637	551 162
Market Pen	1,84%	2,18%	2,42%	2,66%	2,75%
	£	£	£	£	£
Revenue:	6 253 657	7 479 548	8 431 491	9 443 174	9 984 428
PBIT	1 116 078	1 555 311	1 949 564	2 276 164	2 408 074
EBITDA	1 455 029	1 965 024	2 414 377	2 799 662	2 963 322
Capex	4 000 000	400 000	450 000	525 000	560 000
	(all pre-opening)				
Accumulated Cash at year end	1 138 346	2 487 261	4 287 021	6 432 259	8 715 640

The above projections are at today's values without inflation. They are considered conservative and do not include the impact of evening trading, which will need to be built up gradually, nor the full impact of the potential for events and functions, nor the unquantifiable impact of "walk ins" off the beach who will spend in retail etc.

SHL's indication of rent to TDC on the above numbers would be c£1M over the first full five years of operation premised on a 2.5% of SHL turnover. SHL believes that due to the identified expenditure required over and above it's proposed £4M initial investment a rent holiday needs to be agreed as well as a rent threshold, above which rent will start to be paid to TDC. SHL is committed to reinvesting in Dreamland on an on-going basis, as a minimum this would be the annual depreciation charge, forecast to be c£2M over years 2-5 of the plan.

Chris Webster, one of SHL's directors was formerly CEO of Endeavour Training, a national educational charity that works with young disadvantaged adults. He and the rest of the board have a strong commitment to training and developing young people. The training budget of £15-20K pa shown in the budget evidences this commitment. SHL will work with colleges and other higher education establishments to provide apprentice and internship opportunities to raise the horizons and ambitions of the young disaffected youth of the district. SHL will also employ F/T education and training personnel.

Nick Conington is fully aware of the Dreamland Trust's legacy to date and if SHL is selected he looks forward to working with them as the partner of choice to help deliver the HLF and other grant giving bodies objectives. Nick and the SHL Board are willing to provide financial assistance to the Dreamland Trust subject to further discussion.

SHL's Year 5 turnover should support in the region of 145 direct and indirect new FTE positions before taking into account employment created by tenants of SHL. SHL through its policies and culture would look to be the employer of choice in the county.

Under Nick's leadership, a Dreamland operated by SHL would want to partner with TDC, not just be a tenant, would integrate fully into all aspects of Margate's community and would make a contribution in resources and facilities wherever it could. SHL's objective is to build on the momentum created by the successful opening of the Turner Contemporary.

COMPANY BACKGROUND

SANDS HERITAGE LIMITED

Vision

For Dreamland to operate as the heart of a rejuvenated, vibrant, dynamic Margate, providing a quality destination for all ages – the Dreamland brand being known nationally once again as the most evocative seaside events venue and visitor destination.

Mission

To profitably operate Dreamland to the highest standards, building a reputation nationally for excellence. This will be achieved by:

- a. Providing a quality, memorable, value for money experience for all our visitors, which generate positive word of mouth recommendation.
- b. Employing and developing staff who love their jobs and who are committed to a service ethos of excellence.
- c. Maintaining the highest standards of safety, presentation and cleanliness at all times.
- d. By being embedded in the Margate community, which is proud of "its" Dreamland.

Statement of Intent

Nick Conington and his board at Sands Heritage Ltd (SHL) see Dreamland as being a major catalyst for further on-going regeneration of Margate following the successful opening of the Turner Contemporary.

Nick lives and owns a business in Margate and is committed to achieving the bigger opportunity that Dreamland offers the town. The SHL Board see it as their responsibility to deliver the "greater good" objectives of the public funds invested in Dreamland through the different agencies.

The Board of SHL understands the heritage and cultural potential of Margate as well as Thanet's geographical location offering seaside, sunsets, architecture and

atmosphere. A successful Dreamland will both generate and require a growing variety of attractions and amenities within Margate and Thanet.

Social

It is SHL's intention to build a reputation as an employer of choice for local people because of how it treats its employees, develops them and rewards them. Happy, professional, motivated staff will make for happy, satisfied customers.

Dreamland will provide plenty of entry level job opportunities for young people and also for those who have been out of work for some time and are unskilled or semi skilled. Dialogue has already been entered into with East Kent College and SHL will create opportunities for apprenticeships.

SHL is keen to enter into a partnership with the Dreamland Trust (DT) to develop opportunities for community engagement and learning. SHL supports the premise that Margate citizens should have privileged access to "their park" through a "Friends of Dreamland" membership scheme or some similar mechanism. This would include a free evening opening every year to all Margate residents as well as other exclusive events. SHL will support local good causes and engage fully in local decision-making and democratic process. In short SHL will want to work with the community not be apart from it.

Assuming DT obtains charitable status, SHL would welcome input from DT in the areas of interpreting the heritage rides and attractions, maintaining them and sourcing new ones going forward.

Economic

Job Creation:

SHL confidently estimate >145 FTE being created directly and indirectly through the supply chain, as it is envisaged that after a multi million pound investment Dreamland will operate 16 hours a day in high season which will require a shift system. Furthermore, there will be retail outlets (up to 400m2), three food operations from a food court to themed restaurants (c1,000m2) and event and function space (425m2) generating further employment.

Additional Output & GVA

The Business Plan conservatively forecasts c£10M turnover from the visitor attraction and commercial leases etc. by year five of operation.

Tourism

The KCC Economic Strategy is intent on growing the seaside tourism industry. Dreamland as a quality based attraction appropriate to all ages, promoted by a strong marketing and PR department will undoubtedly be iconic and of national significance as a unique heritage and amusement attraction. Dreamland will make a marked step difference in the quality of Margate's offer for domestic and non-domestic tourists alike.

Place Changing

Margate:

Dreamland is predicted to attract >350K day visitors in its first 12 months of operation and in addition in the evenings thousands of 18-35 year olds to a mini "London O2" style entertainment destination.

The collection of vintage rides will be of national and international significance.

Dreamland will contribute to broaden the quality and depth of offer of the region's tourism portfolio.

Dreamland will be the pre-eminent paid-for visitor attraction in the Thanet and Medway Districts. Based on the SHL's Board members track record, the business will be award winning and will quickly establish its own brand underpinned by delivering fabulous value and quality in all that it does.

Dreamland will maintain the place changing momentum that was started by the opening of the Turner Contemporary. Being first and foremost a family based venue, it will increase the attractiveness of the area for families to move to and therefore businesses to follow and vice versa. It will add to and complement the remarkable Margate assets of the beach, old town and Turner Contemporary.

Education

This will be of significant community benefit, especially for deprived areas. Children need inspiration to lift their eyes up. Dreamland will aspire to inspire.

SHL believe there is scope to reach both primary and secondary school children through formal on-site educational sessions based around the national curriculum. Only teachers with teaching qualifications will be employed. Dialogue will be initiated during the pre-opening phase with education authorities in order to ensure that the learning opportunity of Dreamland is maximised.

Health

Children should learn the skills they need for survival and adulthood through play and social interaction. A lot is being lost as society become more sedentary; children play less sport and spend more time in less social activities such as PlayStations. Research has shown that in 1910 children typically ranged 6 miles a day playing and travelling to school on foot. In 2010 this had fallen to just 300m. Busier roads and greater concerns for child security have reduced a child's opportunity for development. They need a safe place to play and grow as individuals.

The content in Dreamland will reflect the need for children and adults to interact at all ages. Another key message is that a fit body can host a fit mind. Many Dreamland activities will be themed to align with the premise detailed in the opening sentence of this section. The activities will be challenging, repeatable and memorable. The "pixie dust" of magic family memories created through shared experience will become a major talking point of Dreamland.

MARKET MODEL AND PLAN

The attraction market is well established in the UK. The TDC indication of proposed content for Dreamland suggests it will engage visitors for at least four hours.

Dreamland will therefore operate in the Day Visitor Attraction market where it is known that British citizens will travel up to two or more hours for a day out. CACI research was commissioned to determine the size of the resident market within two hours of Dreamland:



Dreamland 0-60 minute drive market



Dreamland 60-120 minute drive market.

The full CACI reports are at Appendix 3. As well as detailing the number of residents the reports also give a breakdown of the socio demographics of the catchment areas. The CACI research based upon the 2012 national census identifies 680,000 residents within the 0-60 minute drive time market and a further 6.85 million in the 60-120 minute drive market. The top three socio-demographic groupings in the 0-60 minute market are "Young Hardship", "Comfortable Seniors and "Modest Means".

The pricing policy detailed later is designed to make Dreamland not only attractive to these groups but also affordable. The top three demographic groups for the 60-120 minute drive market include "Struggling Estates", "City Sophisticates" and "Career Climbers". For the former an affordable day out or short break at the seaside to include a visit to Dreamland will follow on Margate's and Dreamland's original reasons for success.

The brand positioning of Dreamland, in a quirky, quintessentially English seaside resort along with quality, will appeal to the latter two groupings as well as a broader social demographic and age demographic range. A full breakdown along with definitions of the socio economic groupings is at Appendix 3. We are confident that the brand positioning developed to date and the nature of the product will provide strong appeal across all groupings and across all age demographics.

In addition to the resident market there is also a very strong Domestic Tourist foothold to the Thanet, Dover, Canterbury and Medway Districts. This was reported to be a combined 12.4 million tourist days in 2011 generating 1,722,000 bed nights with a further 15.74M day visitors, the last reported year (Source: Tourism South East Report December 2012, "The Economic Impact of Tourism on Kent and Medway Estimates for 2011").

We believe that Dreamland, once one of the top ten most visited attractions in the UK will aspire to be a nationally known brand once again and of regional significance as an attraction. It is difficult to get data from comparators to benchmark potential market penetration rates, but these would include Adventure Island, and Crealey Devon. However we are grateful to Wicksteed Park for being open with their numbers (Appendix 13). Data from national level parks including, Alton Towers, Chessington World of Adventures and Thorpe Park is more readily obtainable. Research conducted by the Oxfordshire based international leisure consultancy Vision XS Ltd indicates that theme parks of this ilk by reputation and size (capital investment)

achieve market penetrations in the order of 15-20% of the primary market, up to 10% of the secondary market and up to 15% of the domestic tourist market.

We believe the market model showing initial attendance of 380,000 rising to 550,000 over the first five years attendance is realistic in the terms of the market potential available. Chris Webster has first-hand experience of an attraction start up as one of five shareholder directors of Yorkshire Wildlife Park, which opened in 2009. The park is forecast to achieve 550,000 visitors in its sixth year. This was without the benefit of the dormant brand that Dreamland has.

It is worth stressing that there is a nascent, fond recollection of the Dreamland as it was and SHL believes it is a sleeping giant. In addition, the excellent rail links from St Pancras and Victoria mainline stations mean that in terms of travel time, many areas of West London also come within the 2-hour travel envelope. This population has not been included in the model below but makes the projections even more achievable.

Appendix 4 contains a report of a three-year collaborative campaign between Lets Go the rail operator and attractions in the east of England north of the Thames. Significantly in year three Adventure Island in South End attracted 62% of over 300,000 extra rail journeys generated by the campaign. The report, which tracked point of origin for these journeys, clearly demonstrates a north-south divide created by the river Thames. This potentially bodes very well for Dreamland were south London to be targeted in a joint campaign with South-Eastern rail.

Finally, it is worth noting that even with free admission taken into account, it is significant that the Turner Contemporary over achieved its attendance targets on opening and is now getting c350-375K pa in a niche market.

Market Model						
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Attraction Visitors						
Resident 0-1 hr*	680 000	68 000	68 000	68 000	68 000	68 000
Penetration		10%	10%	10%	10%	10%
Resident 1-2hr*	6 850 000	68 500	85 625	102 750	119 875	137 000
Penetration		1.00%	1.25%	1.50%	1.75%	2.00%
Overseas Tourists**	40 000	1 600	2 000	2 400	2 800	3 200
Penetration		4%	5%	6%	7%	8%
Domestic Tourists**	12 471 360	230 720	280 606	311 784	342 962	342 962
Days		1.85%	2.25%	2.50%	2.75%	2.75%
Total	20 041 360	368 820	436 231	484 934	533 637	551 162
Penetration:		1.84%	2.18%	2.42%	2.66%	2.75%

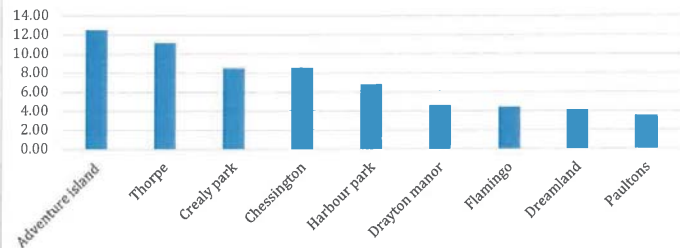
Theme Park Day Visitor Market Penetration

Industry Standards - National Level Theme Park Attractions
(Alton Towers, Drayton Manor, Creaely Devon)

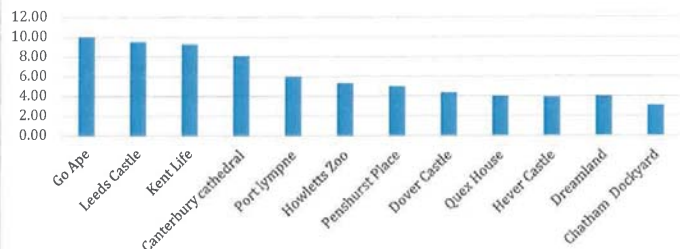
		Implied Attendance at Dreamland
Attraction Visitors		
Resident 0-1 hr Penetration	15%	102 000
Resident 1-2hr Penetration	10%	685 000
Overseas Tourist Penetration	10%	4 000
Domestic Tourist Penetration	15%	1 870 704
		2 661 704

Competition and Pricing:

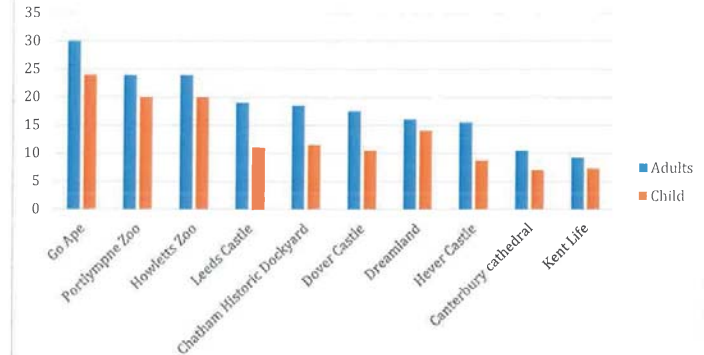
Comparable Theme Parks - Adult ticket price/hour



Kent Attractions - Adult ticket price/hour



Ticket Prices at Kent Attractions



Without knowing the visitor experience content that TDC will provide by age demographic, the pricing model is based upon assumption and experience. We have assumed that this content will provide for a 52% active time over a 4 hour dwell time.

We have therefore built the headline-pricing model on £16 per adult, High Season (£4 per hour) comparing favourably with many of the main Kent attractions. Further to this we have included a 20% (high) discount factor in to allow for an "East Kent Locals" discount and also an Annual Membership Ticket. The intention behind this discounting is to encourage those within 1 hours drive to repeatedly visit "their Dreamland" in an affordable way.

To achieve these numbers the marketing is going to be critical to the future of Dreamland.

Key marketing points

- The London market will be vitally important to Dreamland. It is expensive to advertise in and difficult to get a product to stand out as a must visit destination compared the plethora of other offers. In short it is a very "noisy and cluttered" space and a strong Dreamland brand and identity will be critical to success.

- SHL will launch Dreamland with its own identity, new brand values and messages to its core market whilst raising the profile of Margate as a day visit and short break / holiday destination, creating positive perceptions of the area.
- SHL will contribute to relevant brand values within the regional identity wherever possible without devaluing other messages where they are strong
- Work in partnership with private and public sector bodies so that the tourism message is joined up, reinforcing the message!
- Increase the value of tourism (higher value trips) and help to extend the visitor season and dwell time through imaginative product development, events and marketing
- Develop strong marketing strategies and themes for each target market, better understanding their needs and using creative product development to offer the right product at the right price to these markets
- Market development carried out by Dreamland should ideally be in the context of the regional strategy and within the broader framework of the Visit England strategy for maximum impact.
- Research carried out by Visit England has resulted in the definition of a brand essence for England: depth, heart and vitality: words which relate well to the proposed Dreamland visitor experience. Vitality is especially important in terms of this project as it communicates a sense of enthusiasm, excitement and action, which are exactly the emotions that we wish to engender.
- Research has found that respondents liked the balance of the 'safe heritage' of England, the comfort of continuity knowing what they expected but at the same time wanting something new, different and a chance to escape from the everyday, as sense of adventure.

Important Trends

- Society is increasingly cash rich and time poor. The current trend is to have multiple experiences on days out. There is a blurring between leisure time and work time.
- Value for money is still important, but quality and value for the time spent is at least as important as value for money.

- There is a growing sense of nostalgia; a search for heritage and national (and regional) identities.
- There is an increase in independent travel especially when linked with opportunities to learn or new experiences.
- Experiences are important to people.
- Branded products are important, but there is a growth in regional identity (farmers' markets, small producers, and regional distinctiveness) and this individuality of a region should be reflected in the presentation of the new attraction.
- Short breaks are on the increase, often booked at the last minute and as a getaway escape. There is an increase in people travelling in groups and in extended families travelling together.

Opportunities

- Short breaks and special visits tailored to the niche markets and out of season
- Nostalgia for family days out, evoking the memories of trips you had as a child. Return to old fashioned values
- Active escapes with a feel good message: countryside, conservation, seaside and rural activities being key themes
- Growth areas include the grey market and couples.
- Disabled market of 10m with £6bn to spend

Competitive Advantage

- Space and environment. A physical escape for visitors
- Inspiration and achievement – a visitor attraction with a greater purpose
- Heritage – conservation.
- Local distinctiveness – local seaside and capturing the sub-regional theme in catering, retail – the whole experience captures the spirit of Margate.
- A unique product where the differences can be communicated

Pre Launch Marketing and beyond

- Press liaison in the build up to the launch including filming of the pre-opening preparation of Dreamland. A PR proposal from Paul Gogarty, Travel writer is at Appendix 10. Paul has undertaken great work for The Sands Hotel.
- Website, Social Media pages, Blogs, Twitter, Facebook and database development
- Domestic tourist marketing with Visit Kent to start to build awareness.
- Work with Inbound Coach operators and tourism group organisers to develop packages
- Implementation of the brand in materials (Leaflets, guidebooks etc)
- Work by an in house education team to develop and promote education packages prior to opening
- Work with the restaurateurs, local hotels and attractions to develop offers and packages for consumer and business tourism
- Once a finite opening date is set plan a major event to formally announce Dreamland "is back" as an exciting new destination
- Arrange a programme of VIP visits for dignitaries and key tourism contacts, press, inbound travel agencies and operators, coach and group operators, event organisers and other key agencies

Media Partnership

We will explore to see if there is interest from a major media partner for a documentary to follow the progress of Dreamland during the final build to opening. The design of Dreamland's new layout with vintage rides will include vantage points for filming in every area whilst the aim to reawaken the many dormant memories of the way things once were will obtain a emotional engagement with target audiences.

This could generate considerable interest in the project and Margate, with the programmes about the build airing around the time of the launch of Dreamland. Significant television coverage has historically generated around a 20% increase of expected visitor figures for other parks and historic houses.

An on-going partnership with such a media partner would be invaluable.

During the build and the initial PR it will be critical to win hearts and minds and to attain positive coverage of the build and the process: involve people from the outset as part of the development. The 'Friends Of' scheme could also start here as an initial revenue source.

Website

We understand that there is a website under construction. The site should be the heart and soul of the communication strategy with information never more than 3 clicks from the home page and a sale never more than one click away. Data accrual will be essential from the outset for cost effective customer relationship building and communication. E-commerce and on line booking should be available from the outset. All communication should drive people to the website. It is important to use the website for dialogue with customers; 70% of people trust user generated content over official websites. 43% of people share photos on line after a holiday.

Other features should include:

- Membership access area
- Sponsors' access area and links
- News, real time updates of Dreamland.
- Regular search engine submissions to stay top of the list on key word searches.
- The aim should be to get >30% of tickets sold online, which will help weather proof the business.
- Full facility booking functionality will also be required at outset.

Visual Interpretation: the seen brand

Consistency of communication will be essential from the start. This will include visual communication both externally from outset and onsite communication on the park for visitors. Establishing the right tone of voice is important; both written and spoken – the idea and messages must be clearly articulated and the key messages used consistently to build the brand. From the outset regular communication with supporters is important to maintain and build relationships. Later unspoken communication will come into play by choosing the right promotional partners and sponsors – selecting brand compatible partners. We are aware of the branding work

of Wayne Hemmingway and are pleased and impressed by the direction the brand design and product design is going.

Communicating with the markets

- Maximise awareness in the leisure sector prior to the launch of Dreamland, then sustain and maintain interest
- Segment the different audiences for appropriate and streamlined communication
- Local community – PR and relationship build pre-launch, engage and sustain relationship post build
- Develop an effective campaign across the different media
- Aim to maximise the partnership approach with TDC and DT.

Marketing Activity

Short Break / Holiday visitors / Day Visitors

- PR campaign, including TV programme
- Leaflet distribution (wider networks)
- Promotional partnerships, special offers ie. Tesco promotion and other appropriate local partners such as Leeds Castle, Dover Castle etc.
- On line activity and data accrual for direct contact
- Membership scheme
- Local press competitions, special offers
- Special offers/packages with local hotels to build traffic during the shoulder seasons
- Local press/radio advertising at key visit times
- Special events

Local

- Membership scheme / special rate entry for locals (covering the one hour drive catchment)
- Links with local education programmes in schools and links with colleges.

- PR campaign - on going PR to local press out of season and business press (supporting local businesses and economy)
- Promotional links with local tourism associations
- Partnerships with local heritage conservation organisations
- Promotion of birthday parties

Reaching the London Audience. How much to spend on marketing?

Most attractions in the launch/growth stage will spend 10-12% of their turnover on marketing. Attractions looking to maintain their numbers will spend around 8%.

The total marketing budget to attract those from London for the launch and year 1 is £180,000, based on attracting 100,000 visitors from London at a cost of £1.80 each.

The bulk of the budget will be spent just before the opening and in year 1, however, PR, social media and partnership marketing will drive awareness ahead of the advertising.

Timescale	Promotions & PR	Social Media	Targeted online advertising	Niche advertising	Geographic mass market advertising
October 2014	X	X			
November 2014	X	X			
December 2014	X	X			
January 2014	X	X	X		
February 2014	X	X	X		
March 2014	X	X	X		
April 2014	X	X	X	X	X
May 2014	X	X	X	X	X

To maximise use of the marketing pound, we shall target advertising at the area south of the Dartford Tunnel in the first year and then widen it out to include the area north of the Dartford Tunnel in year 2. PR, social media and promotions, will target all of London.

Promotions and PR

The PR campaign will start from September 2014 with press visits and imaginative press releases. In the build-up period, we shall create plenty of opportunities to start the buzz about Dreamland.

The PR campaign will target journalists who reach the grey market (who have nostalgia for Dreamland), the young trendies that will want to escape London for a day or an overnight by the sea, as well as families.

Social Media

Instagram, Pinterest, Facebook, YouTube and Twitter will be used as the core social media networks. Each will have their own social media strategy.

Online Advertising, Offline Niche Advertising and Geographically targeted advertising

There is a two-pronged strategy.

We shall create awareness in mass and targeted media to drive them to the Dreamland website or social media networks. And once they have been on the website or joined social media networks, we shall keep in touch to convert them into a visitor.

Different media will be used at the two stages.

Stage one: Creating awareness

The key objective is to choose media that will avoid wastage by targeting the right geographical area/target group whilst aiming for the lowest cost per thousand.

We need to evaluate three elements:

- The cost of each media. This is best assessed by evaluating the cost per 1000 impacts. A 1000 impacts could be 1 person seeing the ad 1000 times. Or 1000 people seeing the ad once. It's the best way to evaluate media.
- The targeting capability
- The entry level cost

Media ranked in order of cost per 1000 impacts.	Targeting capabilities	A two week campaign
£0.70 CPM You Tube Advertising	Target geographically and based on their viewing/browsing history	£250 for a two week campaign
£1.00 CPM Facebook Advertising	Target geographically and based on their interests	£500 for a two week campaign
£0.70 Mix of static escalator panels and 4 sheets at St Pancras and Victoria Underground /Mainline	Targeting the main travel gateway avoid any geographical wastage.	£10,000 for a two week campaign giving you 10x4 sheets and 30 escalator panels at each station.
£1.00 CPM Google Advertising Placements	Appearing on Google network, targeting geographically and based upon their browsing history.	£500 for a two week campaign
£1.80 CPM Bus Rears	Target geographically. In London, they spend 49 seconds behind a bus ad.	£6000 for 60 lower bus rears
£2.70 CPM Heart or Capital Radio	Huge wastage as we would need to target all of London. Both stations have a female, ABC1 biased.	£20,000 for a two week campaign on Heart £30,000 for a two week campaign on Capital.
£2.71 CPM Sides of buses	Target geographically in London. Sides of buses seen by pedestrian traffic.	£15,000 for 50 bus sides for a two week campaign
£3.00 CPM Channel 5 (London transmitter)	Need to target all of London. We can more closely target the audience than radio by choosing the ad spots around certain programmes	£15,000 for a two week campaign on Channel 5 London. (Includes allowance of £5000 for a tv commercial)
£10.00 CPM London Metro	Target London but cannot go any closer.	£7500 for a 20x3 advert in front half. Daily readership 1.9 million.
£10.00 CPM London Tube Cards	Tube cards are within the tube carriages. You cannot select certain lines, apart from the DLR and Croydon Tram.	£26,000 for a two week campaign on all of the tube £4000 for a four week campaign on Croydon Tram

Medium ranked in order of cost per 1000 impacts.	Targeting capabilities	A two week campaign
£12.00 CPM Spotify (music download site)	Target demographically, as well as tight geographical area. There is an option for people can pay so they no longer view/hear ads.	£3,000 for a two week campaign
£16 CPM Primary Times	Family magazine with South East London and South London editions	£800 for front cover of a publication with 48,000 reach – all targeted at families in your catchment
£25.00 CPM TV on Demand	TV ads shown before you view a programme on your mobile or tablet. Can geotarget and choose package based on demographics.	£5,000 based on a two week campaign.
£26.00 CPM Sky Adsmart	Allows you to target demographically and geographically on Sky. We would be able to reach our target audience and target based on CACI profiles.	£20,000 for a two week campaign (allowance of £5000 for a tv commercial)
£55.00 CPM Door to Door	Allows you to target based on CACI profiles.	£10,000 to reach 181,000 households. Target via CACI profile and allow targeted message.

Stage two: Pushing them through the conversion process

Once they have arrived on the Dreamland website, we shall use conversion tactics to ensure their initial interest is converted into a visit.

These techniques include:

- Google Remarketing: Following them around the internet with ads.
- Facebook Remarketing: Following them around Facebook with ads.
- Email marketing: Monthly news shots to keep them updated on build.
- Social media: Get them to sign up to a network whilst on the website

Specialist Visitors

- Offer exclusive visits and tours – the product will change with the seasons. Higher value visits with a special experience factor will be marketed to lower

visitor numbers at quieter times when staff have the capacity to provide this extra level of service

- Use Media affiliation and reader visits/ offers with specialist press
- Develop partnerships with specialist member groups with special offers to members
- Target the grey market through affiliation with Saga magazine – the UK's 20 million over 50's hold more than 80% of the country's personal wealth and account for 40% of consumer spending. Despite this, less than 10% of British marketing campaigns are targeted towards this age group
- Build On-line affiliations with key websites in conjunction with this activity
- Use specialist tourist board promotions and publications
- Longer term, the development of the Sunshine Restaurant, a high quality restaurant with unique views of the Margate beach.

There is a very high demand for exclusive, individual experiences. At other attractions high levels of incremental income can be attained from such activities. There is even larger potential for the group market in providing out of the ordinary guided tours or experiences.

Day visitor admission prices will not sustain continual increases without on-going product development or additional benefit. There are many opportunities to grow the income stream by offering visitors the opportunity to upgrade their experience.

Groups

Travel Trade (coach operators, holiday companies)

- Successful development of this market is through one to one contact and direct sales activity
- Use links with UK and European member bodies for coach operators and incoming tour operators
- Develop packages with other attractions for themed tours – there is an obvious synergy between Kent's other heritage attractions
- Margate is also ideally located as a day or short break destination to escape from day to day city living of Greater London.

- Develop a quality Travel trade brochure and relevant special interest packages to offer the possibility of upgrading the experience
- Keep in regular contact with the trade through a newsletter, both on and offline.

Group Organisers

- These are usually based within one and half hours drive time
- Build the customer base through data acquisition and segmentation (focusing on the grey market, children's groups and special interest groups)
- Affiliations and promotions in relevant magazines
- Use on line activity
- Develop a regular mailing programme with telephone contact
- Regular updates and special offers will drive trade to the shoulder season
- Use the Travel trade brochure as detailed above for promotion
- Co-ordinate programme of activity with tourist board activity for groups and the travel trade

Building strong group trade helps contradict the whimsical nature of the individual day visitor trade due to the vagaries of the British weather. A target of 20% of visitors could come to the Park from these markets and highly likely even more, due to the lack of larger visitor attractions that can offer the dwell time and facilities that many of these tours expect. In the first full year a target of 75,000 could be achieved based on a visitor attendance of >350,000 in the full year.

Members

- Start membership programme before the launch of Dreamland. Focus activity on 20 minute drive time with a great value annual pass offer for local people to help build word of mouth
- Ensure that Member's information is easily accessible and maximise on line contact and the members lounge on website
- Keep in touch with regular events and previews of new attractions, added value activities will keep the membership interested
- Use regular contact by e-mail and newsletter

- For long distance supporters, a Friends Of Scheme would offer a regular newsletter and discounted entry
- Full members would have an annual pass for free entry for 12 months.
- Introduce Toddler Pass – aimed at child minders, single parents, grandparents – pay for annual pass for under 3 and then the accompanying parent can get in free.
- Make membership readily affordable and accessible through a Direct Debit Scheme.

In the first year a target of 7,500 members is considered realistic (with cost of annual membership calculated at 3 times the individual admission rate), with further revenue expected from a lower level 'Friends Of' scheme.

Corporate

- The corporate market is not one of the prime targets in year one. Market analysis and competitor review will need to be undertaken. However there are still business opportunities in this area.
- Develop an active sponsorship programme and build relationships
- This activity is driven by personal contact
- Use data acquisition and on-going communication to build a database of contacts
- Develop a programme of off the peg, special corporate experiences/tours/events to offer corporate clients for out of season trade working with local conference centres
- Develop sponsorship opportunities and a corporate events brochure (there will be an opportunity for family days and corporate barbecues maximising use of the Dreamland facilities)
- Build contacts with local businesses, chambers of commerce, host meetings, talks – use Dreamland as a showcase for quality and service culture
- Maximise PR in the business and corporate hospitality press
- Develop relationships with promotional and events agencies

Events

- It will be fundamental to the success of the business model to attract events to Dreamland or to Margate anchored around Dreamland. This can range from wedding receptions to special family occasions.
- There is also the opportunity for repeatable seasonal events such as Halloween week and a Christmas Fair.
- We would also work with festival promoters and the existing events in Margate to be part of building a Margate "season" where the largest events attracted circa 50,000 for a 3-4 day period.
- We understand that this is a particular area of expertise of Ms Kemsley. We would look to open dialogue with her at the earliest possible stage due to the lead times required to get these off the ground. We would wish to see significant events in October and December 2015 as an absolute minimum. More would be better.
- Education
- Develop programme for Primary / Secondary Schools and vocational courses (NVQ/ASE) Test with local contacts – also a good way to build positive relationships in the region
- Tailor communication packages for tactical mailings
- Data acquisition
- PR campaign (it will also be important to include an educational input into the Leisure campaign, local environment, citizenship, sustainability)
- Build on existing links with local colleges for NVQ and specialist short courses.

On Site Spend

A promotional programme of activity within the site and on the website prior to visit will boost per capita spend by maximising on site spend. This will be achieved by:

- Introduction of a souvenir style guide to Dreamland to be sold pre visit (promoted on line) and proactively at the gate.
- Pre promotion on line of restaurant and café facilities and on the park
- Seasonal restaurant promotions and use of 'meal deals' to boost spend
- Vending machines in areas where people are waiting

- Promoting restaurant and shop at staff / guest touch points
- Table talkers – special offers and coming soon
- Restaurants and shops to be promoted on map of Dreamland
- Special offer vouchers on entrance or on web when tickets booked (early bird lunch offer, children's special meal deals)
- Retail promotions (buy one get one half price) and seasonal selections. Use stories to sell, link to events on the park.
- Pre-booked packs for sales to school groups
- Staff training to up sell at every opportunity

Opening Closing Policy

SHL feels that the proposed opening policy detailed in the draft lease requires further discussion.

Pricing Model

With the information we have about the attraction content we are thinking along the following lines:

Membership Admission: As previously mentioned this will be pitched at 3 times the main season admission price. This will appeal to and generally be taken up by local residents living within thirty minutes of Dreamland. The scheme will operate on a monthly direct debit basis to make it even more affordable to lower income groups.

Thanet District Resident Discount: Something in the order of a 30% discount will be offered to those who can evidence that they live at a Thanet district postal code (drivers license, utility bill etc.).

Seasonal Pricing: It is envisaged that that a Winter (November – Mid March), Main Season (Mid March to the end of October excluding Whitsun Half Term and School Summer Holidays) and High Season Whitsun Half Term and School Summer Holidays) pricing structure will operate.

It is the ambition to build evening business, especially during the summer season and especially during school holiday periods. This may start with one or two well advertised late evening openings a week, building as associated awareness grows.

At this time we are envisaging a headline adult price of £16 including VAT and £14 for a child in High Season, again subject to understanding the content that Dreamland will open with. This would equate to £10.60 for adults and £9.25 children for Thanet District residents. The rides area will be a gated operation and those who wish to just walk around the amusement rides and enjoy the atmosphere will be able to do so for a nominal admission charge with the ability to upgrade the admission to an all-inclusive rides ticket whilst onsite.

For this gated ticket admission price to operate, the admissions control point would need to be situated after the entrance to Dreamland but before access to the heritage and other rides. A gated operation gives the operator the opportunity to deny access to undesirables, thus maintaining a safe environment for families.

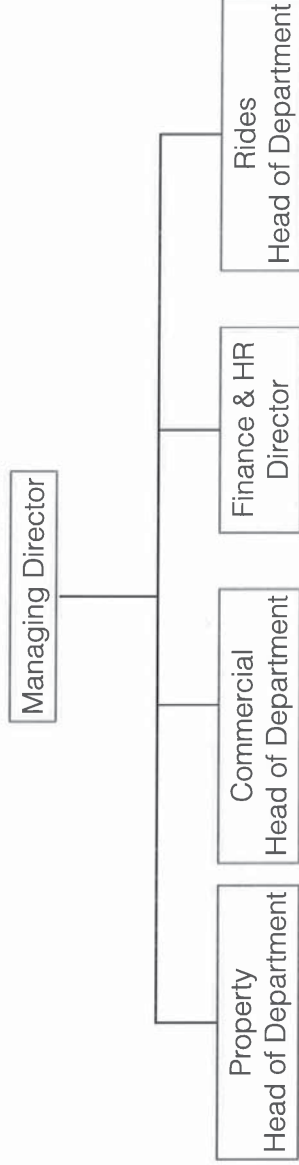
12 month indicative Marketing and Event Plan

Marketing Breakdown (Costs shown in Post Tender tab)

	2014											
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Research								2000	2000			4000
PR								500	500		500	2500
Literature									5000		3000	11000
Advertising												0
Promotions									1000		1000	4000
Website and Social Media									1000		1000	4000
Group Marketing									1000			1000
Education												0
Corporate Marketing & Event												0
Month Total								2500	10500	1500	4500	23500
A												
	2015											
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Research								1000	1000			2000
PR								3000	3000		3000	21000
Literature	3000	3000	10000	3000	3000	3000	3000	3000	3000			40000
Advertising 0-1hr market	10000	20000	20000									
Advertising 1-2hr (London) market												
Promotions	5000	5000	30000	50000	5000	20000						20000
Website and Social Media	1500	1500	1500	1500	1500	1500						1500
Group Marketing	2000	5000	5000	5000	5000	2000						10000
Education	2500	2500	2500	2500	2500	2500						13000
Corporate Marketing	500	500	5000	1000	1000	1000						500
Event Sales & Development												7500
Month Total	27000	27000	40000	67000	19000	31000	39500	20500	9500	6500	7500	122000

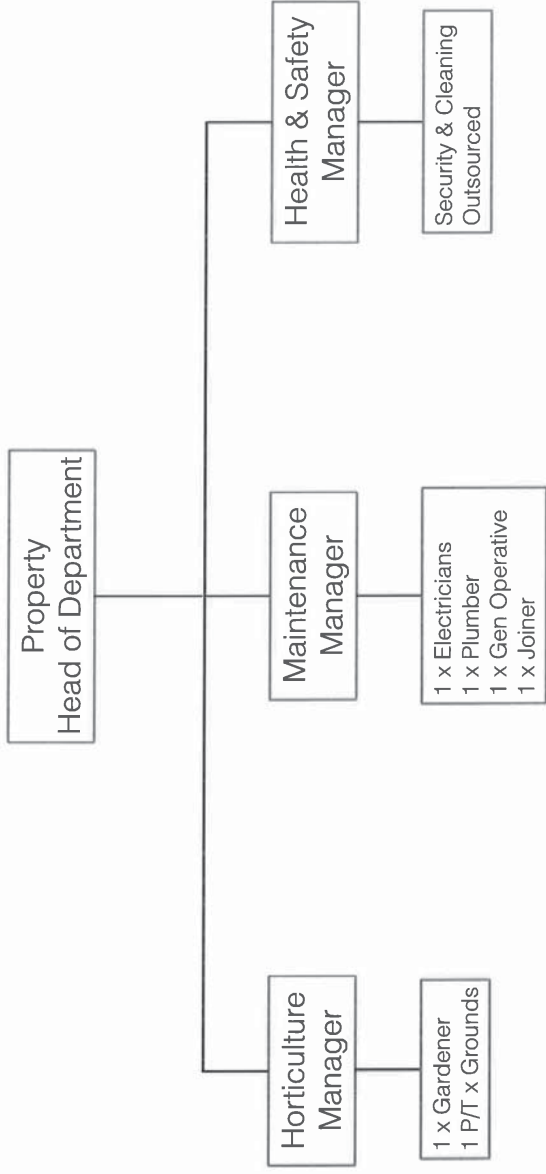
DREAMLAND ORGANISATIONAL STRUCTURE

Management Team

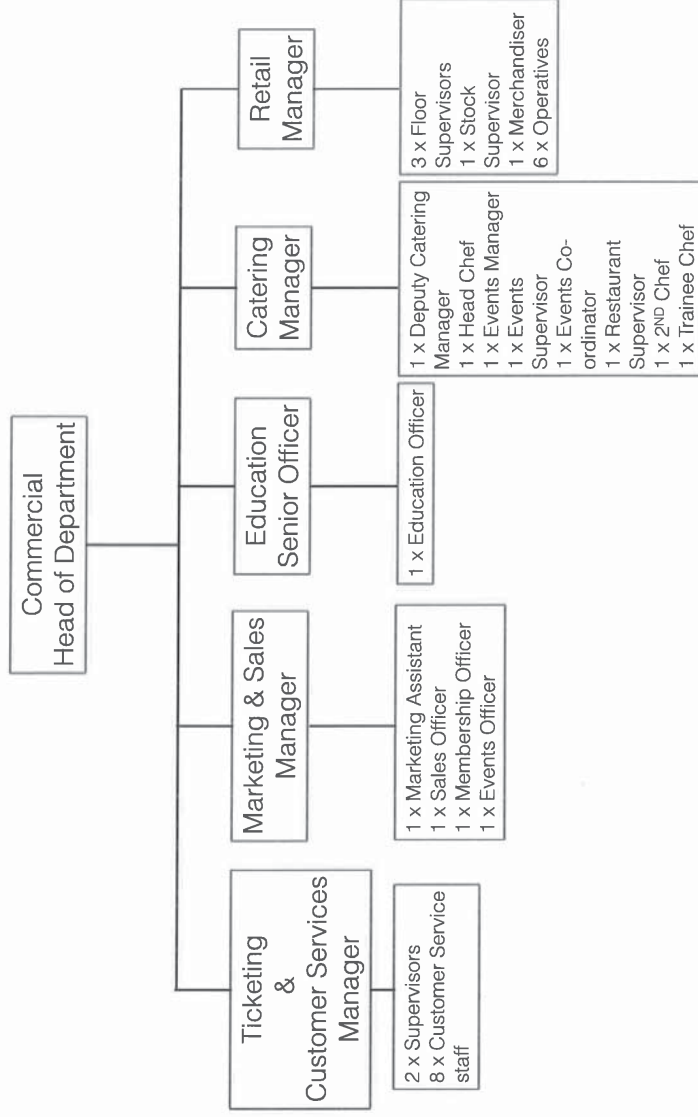


General PA to support MD and Senior Managers

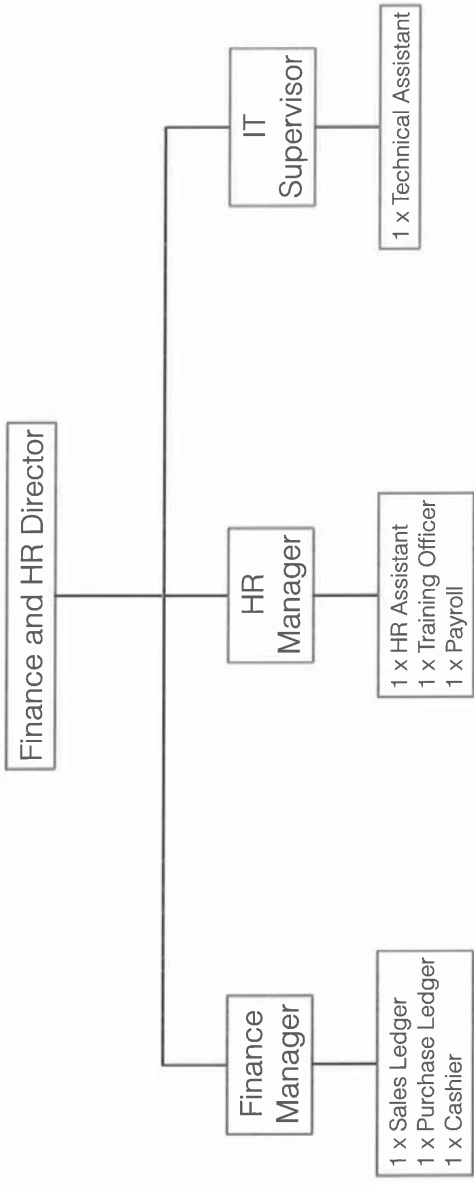
Property Team



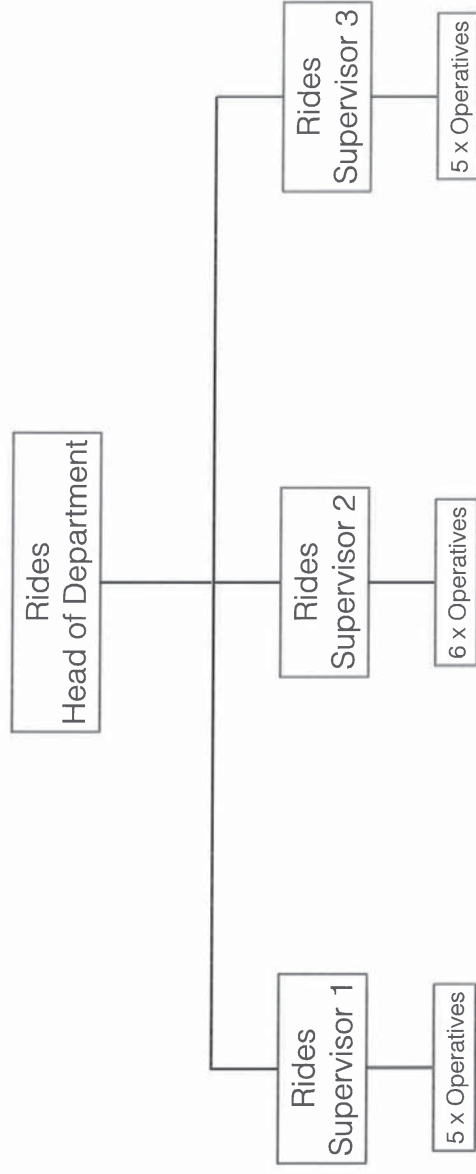
Commercial Team



Finance and HR Team



Rides Team



SHL Risk Management Strategy

From September 2014 for the first twelve months covering the pre-opening project work and early months of operation, the executive will be required to review the risk register on a weekly basis and report any issues that may arise immediately to the SHL Board.

The CEO will report monthly to the Board about actions identified and being taken to mitigate or manage identified risk and the Risk Register will be agreed and updated accordingly monthly. This will be a fixed agenda item on SHL monthly Board meetings during this period.

A detailed Risk Register has been developed and is included as Appendix 5.

SANDS HERITAGE LIMITED POLICY DOCUMENTS

Corporate Social Responsibility

SHL is committed to ensuring best standards of practice in the workplace reflecting our obligations to the wider community and the environment in which we live. We recognise that we have responsibilities towards society and this recognition is reflected in this policy that sets a framework for our charitable, social, environmental and ethical obligations.

This policy is endorsed by SHL's Board of Directors and will be regularly reviewed and, as appropriate, updated (Appendix 7). Managers will be responsible for ensuring that members of staff are aware of and adhere to the guidelines and rules in this policy. Every member of staff will be responsible for complying with SHL's Corporate Social Responsibility (CSR) principles. Compliance with this policy will be regularly monitored and breaches or non-observance of the principles will be treated seriously. Where necessary, staff will be provided with the necessary guidance and training to ensure the effective implementation of the CSR principles.

Health & Safety

SHL committed to ensuring a safe and healthy workplace for all members of staff and visitors. We will regularly monitor health and safety performance to ensure that we are doing everything necessary to minimise risk of injury or other damage to the health of any members of staff or visitors.

Where possible, SHL will take all reasonable steps to ensure that its buildings and premises are accessible to disabled staff and visitors.

For more detail on the Health and Safety Policy see Appendix 8.

Equal Opportunities

SHL aims to ensure that diversity is encouraged in the workplace and that all people working for it enjoy mutual trust and respect, irrespective of their race, colour, religion, background or beliefs (or other protected grounds) – SHL will develop a Equal Opportunities Policy and Harassment Policy. SHL is committed to treating equally and fairly its employees, customers, contractors and others that it deals with. To this

end, all members of staff will be required to apply the Equal Opportunities and Harassment policies in their day-to-day activities and ensure that the basic principles of treating others with dignity and respect are strictly adhered to.

Diversity will be encouraged in relation to the businesses SHL will deal with and SHL aims to establish relationships with a diverse supply base whose ethical codes are compatible with ours.

The full detail of the Equal Opportunities Policy can be found in Appendix 9.

Child Protection

It is the policy of SHL to safeguard the welfare of all children and young people by protecting them from all forms of abuse including physical, emotional, sexual, and neglect. This policy applies to all staff, including senior managers and the board of trustees, paid staff, volunteers and sessional workers, agency staff, students or anyone working on behalf of SHL

The purpose of this policy is:

- a. to protect children and young people who receive SHL's services. This includes the children of adults who use our services;
- b. to provide staff and volunteers with the overarching principles that guide our approach to child protection; SHL believes that a child or young person should never experience abuse of any kind. We have a responsibility to promote the welfare of all children and young people and to keep them safe. We are committed to practice in a way that protects them.

The full Child Protection Policy can be found in Appendix 6.

Environment

SHL will aim to minimise the impact of its operations on the environment. To this end, we will introduce the following initiatives to contribute to long-term business values and sustainable performance:

- a. Reducing energy use where possible,

- b. Reducing our reliance on fossil fuels by using renewable energy whenever practicable.
- c. Recycling plastic bottles, cardboard and paper.
- d. Appropriately disposing of hazardous waste.
- e. Reducing waste.
- f. Minimising packaging.
- g. Sourcing materials responsibly.
- h. Ensuring suppliers adhere to sound environmental principles.
- i. Reducing the impact of water use by monitoring and addressing points of concern.
- j. Minimising carbon emissions by reducing the need for travel, where appropriate.
- k. Where appropriate, providing training and providing awareness programmes for staff.
- l. Encouraging all staff to maintain a sustainable approach to their work (including modes of transport to commute to work).
- m. Working with suppliers and distributors who aim to minimise their environmental impact.
- n. Promoting biodiversity (including the managing of the site in an environmentally friendly way).

As a minimum SHL will abide by regulations, laws and codes of practice on environmental matters which apply to us. SHL will aim to go further by incorporating best practice guidelines as a means of minimising environmental pollution. Regular audits will be carried out by an Environmental Committee to ensure that we are complying with these standards. Objectives and targets will be set for improvement.

Human Rights

We endorse the principles of the United Nations Universal Declaration of Human Rights and the International Labour Organisation Declaration on Fundamental Principles and Rights at Work.

By way of example, the following are regarded as minimum standards:

- a. We will not use or condone illegal child or forced labour and, if it comes to our attention that illegal child or forced labour is being used by one of our

clients, customers or suppliers, we will cease to do business with that person or organisation.

- b. We respect our employees' rights to freedom of association and collective bargaining.
- c. All forms of harassment or physical or verbal abuse are strictly forbidden.
- d. The risk of human rights' abuses will be taken into account in all our transactions.
- e. Working hours will comply with industry guidelines and national standards, where such exist.

Ethical Guidelines

When purchasing goods or services SHL will attempt to seek out suppliers who comply with ethical business principles similar to its own. We will not condone any dealings with organisations that are guilty of human rights abuses or have endangered the environment or the safety of staff or third parties.

SHL will act ethically and fairly at all times in our dealings with third parties.

SHL seeks to avoid any susceptibility to bribery or corruption. To this end, whilst SHL will respect the privacy of staff, all employees must avoid conflicts of interest or putting themselves in a position at work where they may personally profit other than by way of the normal remuneration structure. Any potential conflicts of interest must be disclosed immediately to the relevant line manager.

Members of staff must not accept any gifts from customers, clients or suppliers and must not accept hospitality other than as authorised in advance by the HR department.

Whistle Blowing

SHL is committed to maintaining the highest standards of integrity, honesty and professionalism in the workplace and encourage staff who have any concerns about breaches of law, codes of practice, ethics or any other perceived wrongdoing to make known their concerns to the company promptly and properly.

DEVELOPMENT APPRAISAL

Introduction

Chris Webster has written the Development Appraisal with input from Bob O'Connor and Chris Rumbell. The three represent over sixty years of attraction operation and nearly twenty years of consulting at a strategic level in the leisure sector around the world.

The supporting notes give either the source of benchmarking information and or the basis for any assumptions. One key source has been Vision XS Ltd of which Chris Webster is an Associate Director and Chris Rumbell a licensed partner. Vision has modelled over 160 attractions and has their key data as well as many others in its database.

The Development Appraisal has had to be a top down approach due to the level of information available to SHL at this time. The five-year plan is based on the first full five years of operation from opening. One area where the numbers are only informed estimates and requires more analysis, is the amount of capital required to get Dreamland open and fit for purpose by mid June 2015. SHL is concerned about the significant "unknowns" and resulting potential liability. Examples of some of the issues are detailed at Appendix 14.

A pre-opening budget is included. It shows a commitment by SHL to commit almost £1M to a pre-opening budget including £281K on pre-opening marketing and PR expenditure in addition to £3.085M capex.

Having researched similar market rates for this type of operation, the high-end rental rate is approximately 2.5% of turnover. SHL proposes this rate for Dreamland rent.

Therefore, an indicative rent to TDC on the projections below suggests a rent of approximately £1M over the first full 5 years of operation. To re-iterate, SHL feels strongly that a rent holiday will be required, to be determined in discussion with TDC, based around the current and potential future liabilities of the site (Grade 2* Heritage). SHL does not feel it is practical to agree a rent based upon a property valuation as there are so many unknowns related to the site that has not traded for 12 years, and which will require significant further investment by the operator to get to opening.

Headline Numbers

Development Appraisal Dreamland Margate					
Year	1	2	3	4	5
Footfall:	368 820	436 231	484 934	533 637	551 162
Market Pen	1,84%	2,18%	2,42%	2,66%	2,75%
	£	£	£	£	£
Revenue:	6 253 657	7 479 548	8 431 491	9 443 174	9 984 428
PBIT	1 116 078	1 555 311	1 949 564	2 276 164	2 408 074
EBITDA	1 455 029	1 965 024	2 414 377	2 799 662	2 963 322
Capex	4 000 000	400 000	450 000	525 000	560 000

(all pre-opening)

Business Model Profit and Loss

Market Size	Drive Time 0 - 2hrs	Residents 7 530 000	Penetration Yr5 2,75%					
Year	1	2	3	4	5			
Attendance	368 820	436 231	484 934	533 637	551 162			
Income								
Admission	3 199 453	3 784 228	4 206 722	4 629 216	4 781 242			
Children's Parties	30 000	40 000	50 000	60 000	70 000			
Retail	737 640	916 084	1 066 855	1 227 366	1 377 906			
Catering	1 401 517	1 657 676	1 842 749	2 027 822	2 094 417			
Functions / Events	100 000	250 000	400 000	600 000	750 000			
Car Parking	180 561	180 561	180 561	180 561	180 561			
Concession Revenue	236045	279188	310358	341528	352744			
Rents	350 000	350 000	350 000	350 000	350 000			
Sponsorship/Other	18 441	21 812	24 247	26 682	27 558			
Total Income	6 253 657	7 479 548	8 431 491	9 443 174	9 984 428			
Cost of Sales								
Children's Parties	9 000	12 000	15 000	18 000	21 000			
Retail	295 056	366 434	426 742	490 946	551 162			
Catering	458 085	543 256	605 680	668 103	692 613			
Functions/Events	60 000	137 500	200 000	270 000	300 000			
C.O.S.	822 141	1 059 190	1 247 422	1 447 049	1 564 776			
G.M.	5 431 516	6 420 358	7 184 069	7 996 125	8 419 652			
%	86,9	85,8	85,2	84,7	84,3			
Salaries & Wages								
Other Staff Costs	1 864 226	2 116 850	2 246 597	2 530 240	2 683 697			
	33%	31%	29%	29%	29%			
	20 000	20 000	20 000	20 000	20 000			
Total Staff Costs	1 884 226	2 136 850	2 266 597	2 550 240	2 703 697			
Net Margin	3 547 289	4 283 508	4 917 472	5 445 885	5 715 956			
%	57%	57%	58%	58%	57%			
Fixed Costs								
Overheads	1 531 211	1 828 197	2 042 908	2 264 267	2 359 127			
	28%	28%	27%	27%	26%			
Ride Hire	150000	150000	150000	150000	150000			
Marketing	750 000	750 000	775 000	755 454	798 754			
TDC Rent	TBC	TBC	TBC	TBC	TBC			
Total Overheads and Fixed Costs	2 431 211	2 728 197	2 967 908	3 169 721	3 307 881			
Operating Profit:	1 116 078	1 555 311	1 949 564	2 276 164	2 408 074			
%	18%	21%	23%	24%	24%			
PBIT	1 116 078	1 555 311	1 949 564	2 276 164	2 408 074			
%	18%	21%	23%	24%	24%			
Contribution:								
Gate:	8,67	8,67	8,67	8,67	8,67			
Retail	1,10	1,20	1,32	1,38	1,50			
Catering	2,58	2,58	2,58	2,58	2,58			
Other	0,05	0,05	0,05	0,05	0,05			
	12,41	12,51	12,63	12,69	12,81			
Breakeven Guests.	278 878	311 864	330 560	354 254	363 161			
% of Gate	76	71	68	66	66			
	48							

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Assumed Depreciation	338 950	409 713	464 813	523 498	555 248
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NOTES TO P&L

All figures at todays prices with no inflation factor and are based on industry norms.

REVENUE:

Attendance Volume:	See Market Model including notes
Admissions Revenue:	See Admissions Revenue including notes. No increase factored for ongoing investment making these numbers prudent. No revenue factored yet for evening operation in High Season nor secondary spend from those attending Festivals / Events.
Childrens Parties:	FEC's can achieve >100K turnover. Have assumed lesser due to FEC sub leasee also operating birthday party offer.
Retail:	£2.00 per capita conservative for a amusement park. Spend increases with operating experience and ongoing product improvement.
Catering:	£3.80 Day Visitor spend - in line with attractions of 4hrs content / dwell time.
Functions / Events (excluding Children's Parties)	See Events and notes. This is recognised as being a particular area of expertise of Eddie Kemsley, to be TUPE'd to the successful procurement bidder.
Car Parking:	150 Days, 50% Design Day Utilisation on the Lease Holders own car parking area. Possibility of operating Council owned Car Park ?
Concessions	£1.60 sph at 40% concession revenue. (Source: Vision XS Ltd)
Rents	Assumes £250K for Bowling/Diner/Pinball (Source Peppermint Ltd), £100K FEC & Day Care (Source Kids Play Ltd)
Other	Nominal 5p per head for things like badge making, penny press etc.

COST OF SALES GROSS MARGIN

Day Visitor Attraction norms.
85-87% of turnover should be the target before taking into account Concession, Rent and Other income

SALARIES & WAGES

Based on 33% of turnover before Concessions, Rent & Other Yr1 falling to a more normal 29% by Yr5 as the operation becomes more efficient and turnover grows.

OVERHEADS & FIXED

Premised at a high end of 28% of turnover before (Concessions, Rent and other income) in Yr1 this gets close to the norm of 25% by Yr5 as volumes grow.

COSTS

Utilities:	£158 000	Source Wicksteed Park, Northampton, comparable size with heritage amusement content.
Insurance	£100 000	NC research with brokers.
Depreciation	£338 950	at 6% of turnover (Source: Vision XS & WINK Associates Ltd) (Wicksteed Park is 8%)
Maintenance of old Rides:	£200 000	plus six figure contingency for a major failure. (Source Wickstead Park)
ADIPs Inspection	£25 000	(Source: Joseph Manning - Showman)
Building Maintenance	£50 000	Estimated
Gardens/Grounds	£25 000	Estimated
Business Rates:	£25 000	Estimated
PPL/Other Licenses	£25 000	Estimated

Waste Disposal	£25 000	(Source Yorkshire Wildlife Park, 500,000 visitors pa)
Cash Collection	£56 000	(Source Yorkshire Wildlife Park, 500,000 visitors pa)
Bank Charges	£60 000	(Source Yorkshire Wildlife Park, 500,000 visitors pa)
Contract Cleaning	£75 000	Estimated based on experience
Award Applications	£10 000	
Contract Security	£75 000	Estimated based on experience
Bank Interest		Tbc
Consultancy	£175 000	Estimate, Professional Fees relating to £4M investment & ongoing expert consultants (Health & Safety etc)

Other £143 261

RIDE HIRE

£150K pa assumes 3 significant rides hired in for the season. This is probably not enough - further investigation required. (Source Keith Emmett & Sons Ltd)

MARKETING

10-12% of turnover for a launch is an industry norm falling to the typical industry average of 7-8%. Again the figures exclude income from Concessions, Rent and Other. Sub leasees will contribute to specific Event & Local Campaigns on a case by case basis in addition.

PBIT

Efficiently run attractions should be expected to achieve 25 to over 30% PBIT. Yorkshire Wildlife Park achieves c33% with animal staff and animals to sustain 365 days a year.

The current figures evidence a cautious approach based on the significant uncertainties about the opening date and actual opening content. The SHL board with its combined leisure attraction sector experience is confident that it should over achieve on these figures in normal circumstances.

Rent to TDC has been modelled at 2.5% of SHL gross turnover. This is at the high end of norms (Source: Vision XS Ltd, Blackpool Zoo). This is indicative and subject to negotiation with TDC due the significant potential liabilities facing any operator identified in our due diligence process.

Yearly Cash Flow Projection

	Pre-Startup	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
1. CASH ON HAND [Beginning of year]..		(48 450)	1 138 346	2 487 261	4 287 021	6 432 259	
2. CASH RECEIPTS							
Cash Sales		5 368 610	6 397 988	7 166 326	7 944 404	8 323 565	35 200 893
Collections from Tenants		604 486	650 999	684 604	718 210	730 302	3 368 601
Car Parking and Functions		280 561	430 561	580 561	780 561	930 561	3 002 804
Loan or Other Cash Injection	4 000 000						
3. TOTAL CASH RECEIPTS	4 000 000	6 253 657	7 479 548	8 431 491	9 443 174	9 984 428	41 592 298
4. TOTAL CASH AVAILABLE [Before cash out]	4 000 000	6 205 207	8 617 894	10 918 752	13 730 195	16 416 687	
5. CASH PAID OUT							
Purchases (COS)		822 141	1 059 190	1 247 422	1 447 049	1 564 776	6 140 579
Salaries and Wages		1 884 226	2 136 850	2 266 597	2 550 240	2 703 697	11 541 610
Overhead Expenses		1 531 211	1 828 197	2 042 908	2 264 267	2 359 127	10 025 710
Ride Hire		150 000	150 000	150 000	150 000	150 000	750 000
Marketing		750 000	750 000	775 000	755 454	798 754	3 829 208
TOTAL CASH PAID OUT		5 137 579	5 924 237	6 481 927	7 167 010	7 576 353	32 287 106
Operating Profit		1 116 078	1 555 311	1 949 564	2 276 164	2 408 075	9 305 192
TDC Rent		156 341	186 989	210 787	236 079	249 611	1 039 807
Company Tax		234 376	326 615	409 408	477 994	505 696	1 954 090
Interest		80 000	80 000	80 000	80 000	80 000	400 000
Subtotal Cash out before other cash items		4 666 861	5 330 633	5 781 731	6 372 936	6 741 047	28 893 209
Loan Principal Payment		400 000	400 000	400 000	400 000	400 000	2 000 000
Capital Purchases	3 000 000		400 000	450 000	525 000	560 000	4 935 000
Tender Costs	64 675						
Pre Opening Costs	983 775						
Reserve							
Owner's Withdrawal							
6. TOTAL CASH PAID OUT	4 048 450	5 066 861	6 130 633	6 631 731	7 297 936	7 701 047	35 828 209
7. CASH POSITION							
[End of Year]	(48 450)	1 138 346	2 487 261	4 287 021	6 432 259	8 715 640	
ESSENTIAL OPERATING DATA							
Attendance		368 820	436 231	484 934	533 637	551 162	2 374 785
Depreciation		338 950	409 713	464 813	523 498	555 248	2 292 222

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Dreamland Admissions Revenue Analysis

		Admissions Year 1		368 820		
FIT		%			£	£
Winter	ADULT	6,93	25 559	8,5	217 254	
	SNR	0,69	2 545	7,5	19 086	
	CHILD	3,66	13 499	7,5	101 241	
		11,28	41 603	Sub:	337 581	
Main Season	Adult	31,76	117 137	15	1 757 059	
	SNR	3,12	11 507	13	149 593	
	CHILD	6,47	23 863	13	310 215	
	CHILD 2	4,92	18 146	13	235 897	
		46,27	170 653	Sub:	2 452 765	
High Season	ADULT	16,81	61 999	16	991 979	
	SNR	1,97	7 266	14	101 721	
	CHILD	7,68	28 325	14	396 555	
	CHILD 2	3,43	12 651	14	177 107	
		29,89	110 240	Sub:	1 667 362	
TOTAL FIT					4 457 708	
Coaches	ADULT	0,27	996	12,5	12 448	
	SNR	0,61	2 250	10,5	23 623	
	CHILD	1,49	5 495	10,5	57 702	
	U2s	0,90	3 319	10,5	34 854	
		3,27	12 060	Sub:	128 626	
Mini Buses	ADULT	0,75	2 766	12,5	34 577	
	SNR	0,12	443	10,5	4 647	
	CHILD	0,35	1 291	10,5	13 554	
	U2s	0,01	37	5	184	
		1,23	4 536	Sub:	52 963	
Schools:	TEACHER	1,42	5 237	6,5	34 042	
	CHILD	5,72	21 097	5	105 483	
		7,14	26 334	Sub:	139 525	
Disabled:		0,92	3 393	6	20 359	
		100,00	368 820			
				TOTAL:	4 799 180	
		Less VAT:		799 863		
					3 999 317	
		Less Disc:		799 863		
		%		20%		
				TOTAL:	3 199 453	
				YOY		
				P.C.	8,67	
				YEILD	65,1%	
Winter:	Weekends and school holidays November-February					
Main:	March - October excluding Whitsun Half Term and School Summer Holidays					
High	Whitsun Half Term and School Summer Holidays					

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Gate Mix:	Premised on Family Attractions (Willows Farm, Yorkshire Wildlife Park, Woburn Safari Park, KidzWorld Cornwall)
Prices 2015:	Estimate based upon WINK Associates Ltd / Vision XS Ltd knowledge. To be confirmed subject to actual final rides content.
Discounting/Yield	Good commercial attractions can achieve c75%. Ticket yield (Source: Vision XS Ltd, WINK Associates Ltd). Yorkshire Wildlife Park achieves 80%

Rents and Concessions

It is currently envisaged to sub-let the two big "Blue" sheds. Peppermint Ltd have already been onsite and worked up a revenue model of £1.4M based upon a 6 lane bowling alley, pin ball arcade and possibly roller disco. This would be supported by a third offer, possibly a roller disco. They would also expect to operate a "50's Diner" as part of their lease and invest c£1M. Their expression of interest is at Appendix 2.

The second area is intended to be let to a Family Entertainment Centre Operator (FEC) comprising indoor soft play for different age ranges up to the age of 10-12 as well a child day care centre. A letter of interest from this operator is at Appendix 2.

Premised on a 20% turnover rent the combined rents should be >£350K. We intend to negotiate a mix of fixed rent & turnover element.

In addition to these rents there will be a service charge the basis for which has yet to be looked into.

Event Revenue

Type	Per Annum	Target Yr 5
Minor (Up to 1,000 pax)	30 weddings x £7500 Corporate Fundays x15 Childrens Birthday Parties Christmas Parties 1000 at £35 Calander Events	225000 40000 100000 35000 £400 000,00
Major (Up to 12,000 pax)	Concert Promoter Christmas JV Drive in movie JV Halloween SHL Special Interest Promoter (Vintage cars etc.) Comedy	£150 000
Festival (Up to 50,000 pax)	1 to 2	£200 000,00
Four Days x2	Low Season. 5-6 days to build 4days pull down Full Site Takeover Promoter £200K for site hire "Lounge on the Farm" 20-25K footfall 5 yr deal ? Profit Share	September Arts Festival (Latitude / Great Escape) Ingenius Media (VC)

18 month lead time

A strong Events programme will take time to establish - £750K by year 5 is conservative considering the potential of the above mix and the different, flexible Event spaces at Dreamland.

If awarded the contract SHL would employ an Events Manager immediately to start developing an Events programme to start in 2015 pre or on opening subject to the possibility or otherwise of the build programme.

SHL Dreamland Staff Structure

A detailed Staffing Budget can not be determined until SHL understand the content they will get from TDC

	No	Av Salary Cost	Total Position Cost	On Cost	Final Salary Cost	
Board Costs					£60 000	Assumes 3 Non Execs 1.5 days pcm
MD	1	£95 000	£95 000	20%	£114 000	Assumes TUPE'd Oct but remains on current package util opening
FD	1	£55 000	£55 000	18%	£64 900	Assumes TUPE'd Oct but remains on current package util opening
Heads of Department	1	£55 000	£55 000	18%	£64 625	Commercial, Property, Rides Apr 15
Heads of Department Managers	3	£35 000	£105 000	15%	£120 750	
PA General	8	£22 000	£176 000	15%	£202 400	May start
Craftsmen / Specialist Supervisors / Officers	1	£24 000	£24 000	15%	£27 600	Starts Jan 15
Rides Team Leaders	12	£18 000	£216 000	15,0%	£248 400	Start May 15
Supervisors	3	£17 500	£52 500	15,0%	£60 375	Start May 15
General Operatives	8	16 000	128 000	15,0%	£147 200	Start May 16
Totals:	28	14 000	392 000	13,0%	£442 960	Start mid May 15
F/T Headcount	66			Salary	£1 553 210	
DL Attraction Business Plan					£2 282 723	
Balance for Seasonal Labour		FTE's	54		£729 513	32% of salary / wage cost. Includes on-costs

Notes:

1. On Costs include NIC, Pension, Bonus
2. Woburn's seasonal wage cost was c33% of total. Dreamland will be longer season / hours therefore assumes greater rump of FT staff.
3. Above figures include significant Property Costs that could be cross charged against tenant service charges.
4. Impact of shifts ?
5. No Catering as contracted out. Is this a correct assumption ?

THIS STAFF SCHEDULE CAN ONLY BE A INFORMED GUESS UNTIL WE UNDERSTAND THE RIDES AND EXPERIENCE CONTENT

Day Visitor Admission Capacity and Car Parking

Attraction Day Visitor Admission Capacity & Car Parking											
Footfall:		YEAR 1 421 000		YEAR 3 484 934		YEAR 5 551 162					
Design Day:	0,80%	3 368		3 879		4 409					
Peak Day:	1,40%	5 894		6 789		7 716					
Cars/Farms:	Design	898		1 035		1 176					
	Peak	1 572		1 810		2 058					
Visitors Arrival Pattern		551 162		Booths		Booths		Departures (Assuming 4hr av dwell time)			
Design Day		Design Day Visitors	3,75 per gp	Peak Day Visitors	3,75 per gp	Reqd		Hrly	Cumulative Design	Peak	
									On Site	On Site	
10-11 am	8,0%	353	94	2	617	165	3	0%	353	617	
11-12 am	16,0%	705	188	3	1 235	329	5	0%	1 058	1 852	
12-13 pm	19,0%	838	223	4	1 466	391	7	0%	1 896	3 318	
13-14 pm	16,0%	705	188	3	1 235	329	6	0%	2 601	4 553	
14-15 pm	12,0%	529	141	2	926	247	4	8%	2 778	4 861	
15-16 pm	10,0%	441	118	2	772	206	3	16%	2 513	4 396	
16-17 pm	10,0%	441	118	2	772	206	3	19%	2 116	3 704	
17-18 pm	9,0%	397	106	2	694	185	3	16%	1 808	3 164	
18-19 pm								12%	1 279	2 238	
19-20 pm								29%	100%	0	0
		4 409	1 176		7 099	2 058		Cars	1:3	926	1 620
N.B. Assumes an even arrival pattern as above, 3.75 pax per /farm gp and not too many credit cards (1 transaction per minute) !											
at 150 Cars per acre &		65%	of visitors, 3.75 per car	CAR PARKING ACREAGE		15%	of visitors, 35 per coach	20%			
		Cars	Acres	Coachs at 15 per acre at			Coachs	Acres		on foot (Train/Bus)	
Design Day:		481	3.21	Allows 5hrs car parking time			12	0.79			
Peak Day:		843	5.62	Allows 5hrs car parking time			21	1.39			
Catering Fast Food		Peak Day		421 000	484 934	551 162	Yr4	Yr5			
		Covers	35%	2 063	2 376	2 701	0	0	Assumes 35% want sit down		
		1.5m2 including kitchens / storage	at 30 mins	516	594	675	0	0			
				774	891	1 013	0	0			
		Design Day	35%	1 179	1 358	1 543	0	0	Assumes 35% want sit down		
		Covers	at 30 mins	337	441	481	0	0			
		1.5 m2 including kitchens / storage		505	582	661	0	0	1.5m per cover		
Merchandise Space		Sales	2,00	£842 000	£969 668	£1 102 925	£0	£0			
		at £4K per m2		211	244	276	0	0			
		Storage	40%	84	84	110	0	0			
		Total m2		295	295	386	0	0			
Lavatories		551 162	Peak on site	Design Day		Peak Day					
			Units @	1:70	40	461	69				
Ride		Capacity	Cycle Time	Min	Hrly Capacity	0 to 5	6 to 10	10 to 14	14 upwards		
Muffin Mule		32	10	320		x	x				
Rocket Ride		40	10	400		x	x				
Jets		?	?	?		?	?	x	x		
Gallopers		?	?	?		?	?				
Austin Cars		20	6	200		x	x				
Scenic Railway		?	?	?				x	x		
					Hrly Capacity	920	920				

N.B. Assumes an even arrival pattern as above, 3.75 pax per /fam gp and not too many credit cards (1 transaction per minute) !

CAR PARKING ACREAGE									
at 150 Cars per acre &	65% Cars	of visitors, 3.75 per car Acres		Coachs at 15 per acre at	15%	of visitors, 35 per coach Coachs		20% on foot (Train/Bus) Acres	
Design Day:	481	3,21		Allows 5hrs car parking time		12		0,79	
Peak Day:	843	5,62		Allows 5hrs car parking time		21		1,39	
Catering Fast Food									
	Peak Day		35%	421 000	484 934	551 162	Yr4	Yr5	Assumes 35% want sit down
	Covers	Seats Req	at 30 mins	2 063	2 378	2 701	0	0	
	1,5m2 including kitchens / storage			516	594	675	0	0	
				774	891	1 013	0	0	
	Design Day		35%	1 179	1 358	1 543	0	0	Assumes 35% want sit down
	Covers	Seats Req	at 30 mins	337	388	441	0	0	
	1.5 m2 including kitchens / storage			505	582	661	0	0	1.5m per cover
Merchandise Space									
	Sales	2,00		£842 000	£969 868	£1 102 325	£0	£0	
	at £4K per m2			211	211	276	0	0	
	Storage	40%		84	84	110	0	0	
	Total m2			295	295	386	0	0	
Lavatories									
	551 162	Peak on site		Design Day		Peak Day			
		Units @	1,70	2 778		4 861			
				40		69			
Ride									
	Capacity	Cycle Time	Min Hrly Capacity		0 to 5	6 to 10	10 to 14	14 upwards	
Muffin Mule	32	10	320		x	x			
Rocket Ride	40	10	400		x	x			
Jets	?	?	?			x	x	x	
Gallopers	?	?	?						
Austin Cars	20	6	200		x	x			
Scenic Railway	?	?	?			x	x	x	
Hrly Capacity					920	920			

Estimated Pre-Opening Capex Requirements

	Yr1
140 SEAT CAFÉ FITOUT	£750 000
ASSOCIATED KITCHENS	£250 000
SHOP FIT OUT	£175 000
TICKETING / EPOS / IT/CCTV/AUDIO	£280 000
WORKS TO THE CAR PARK	£200 000
OTHER ATTRACTIONS	£260 000
KIOSKS x3	£180 000
OUTDOOR CATERING TENT	£150 000
OUTDOOR SEATING / CANOPIES	£100 000
SIGNAGE	£50 000
STAFF UNIFORMS	£20 000
STAFF FACILITIES	£10 000
ENTRANCE CANOPY X2	£250 000
ADMISSION KIOSKS	£55 000
OFFICES	£10 000
FIRST AID	£2 500
RADIOS	£6 000
4D Education Theatre	£85 000
CONTINGENCY	£250 000
	£3 083 500

TENDER COST & PRE-OPENING COSTS
£1.05M

Preopening Plan

	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	
Development Phase											
Architectural (RH)	12500	12500	12500	12500	12500	12500	12500	12500	12500	12500	£125 000
Oversight & Strategic Input (CW)	10000	5000	5000	5000	5000	5000	5000	5000	5000	10000	£60 000
Business Systems/IT (CF)	1100	1100	1100	1100	1100	1100	1100	1100	1100	1100	£11 000
TUPE Staff	16667	16667	16667	16667	16667	16667	16667	16667	16667	16667	£150 000
External HR / Training	3000	3000	1200	1200	1200	1200	1200	1200	1200	3000	Current Team Estimated £200Kpa ~£600 per day
Other Professional Input (H&S,QS)	10000	10000	5000	5000							£17 400
Communication											£30 000
Community Engagement / PR	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	£-
Stakeholder Engagement											£-
Marketing / PR Campaign	10500	1500	4500	4500	27000	40000	76500	67000	19000	31000	£281 500
Operations											£-
Board Costs	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	£15 000
Recruiting Costs		5000		5000						5000	£15 000
MD Recruited		In TUPE Staff									£-
FD		In TUPE Staff									£-
Department Heads Recruited							0	0	0	0	£-
Other Staff phased recruitment					2300	2300	2300	2300	40298	138004	£187 502
Detailed Business Plan & Budget Prepared	x	x									£-
Detailed Operational Protocols Prepared	x	x	x	x	x	x	x	x	x		£-
Office Rental / Fitouts	5000	1000	1000	1000	1000	1000	1000	1000	1000	1000	£14 000
Operational Costs	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	£10 000
Launch Event										?	
Catering / Retail Stock									?	?	
Ticketing/IT/TEPOS Hardware/Software	5500	5500	5500	5500	5500	5500	5500	5500	5500	5500	£55 000
Licenses	?	?	?	?	?	?	?	?	?	?	Capex, if down to OpCo
Insurance	?	?	?	?	?	?	?	?	?	?	£-
Legal	?	?	?	?	?	?	?	?	?	?	£-
Finance	?	?	?	?	?	?	?	?	?	?	£-
Funding	?	?	?	?	?	?	?	?	?	?	£-
Bank Interest	?	?	?	?	?	?	?	?	?	?	£-
Total	61 100	64 767	55 967	60 967	75 767	88 767	125 267	115 767	105 765	227 271	£981 402

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REGENERATION COMMITMENT

Introduction

Margate is classified by Prof Steve Fothergill in his report "The Coastal Communities of South East England" December 2012, as a "*Larger seaside town with substantial problems*". This stems from the fact that "they suffer from high benefit claimant rates, lower than average earnings and an often high proportion living in poorer-quality or privately rented accommodation".

Tourism was once core to the economy of Margate, when Dreamland was in its heyday; this has now shrunk to such an extent that tourism is no longer the major driving force in its economy. (Tourism does provide approximately the same amount of jobs as manufacturing in the SE coastal strip). This is cited, in this report, as the reason for the decline in Margate's fortunes and hence the town being classed as having substantial problems.

This has in the past, been attributed to the conventional wisdom that domestic seaside tourism has been in decline since the 50's and 60's. However, as pointed out in this report, this is not necessarily the case but instead, that Margate has lost out its market share of seaside tourism.

Again to quote Fothergill "This has probably more to do with their location than anything else; whereas in the era of rail-borne holiday makers their proximity to London was an advantage, in a car-borne era they are neither far enough away to be 'different' nor close enough to be accessible for day trips."

Sands Heritage Limited knows that it can refresh and re-create Dreamland and make it 'different' enough to increase the market share of Margate and aims to become a key driver of resurgence in tourism to Margate. This is core to this tender.

However, SHL realises that it will not be able to do this on its own, and will require much and varied assistance from the Thanet District Council and the Kent County Council. SHL believes it will create the correct mix of experiences but will require supporting infrastructure in the town of Margate to ensure long-term sustainability.

SHL is committed to training and development to assist with the growth of Margate, however similar projects need to be sourced and actioned, so that there is employment for those that have been trained. In short SHL will require the close co-

operation of the TDC, KCC and the SELEP to work closely together to ensure the long-term tourism success of Margate.

The Fothergill report is quite clear about the priorities and SHL is committed to assisting to achieve these. If it were successful in this tender bid, it would look for a similar commitment from the public sector and would expect to be included in achieving these priorities.

A key aim of SHL will be to use the Dreamland development as an exemplar of community involvement in regeneration and conservation. By developing the heritage and cultural offer at Dreamland as well as contributing directly to the physical regeneration of the town SHL will endeavour to make a significant contribution towards making the town one of the best places in Britain in which to live, work, learn and invest.

The Dreamland Trust has already initiated a community engagement programme and SHL will seek to further that engagement by supplying dedicated resources and funding. The aim will be to build its membership base, make links with partners, and develop and deliver events. SHL will engage with the Dreamland Trust and its team of enthusiastic volunteers at the earliest opportunity to discuss how best the company can support the charitable and community aims of the Trust.

Education will be at the heart of our plans for community engagement. Both the Dreamland Trust and SHL have already started to form links with local schools and colleges to offer a wide range of learning and training opportunities at Dreamland.

SHL confidently estimate that in excess of a 145 FTE jobs will be created directly and indirectly through its supply chain. This will be of significant benefit to the community.

Youth Culture will be a cornerstone of our cultural commitment. SHL plans to create a gallery within Dreamland dedicated to showcasing the very best of local youth arts.

SHL will ensure sufficient space and resource is provided to showcase the important history of the site to the present day, highlighting the contributions made by TDC and the Trust in bringing the park back to life.

SHL proposes to plough back a meaningful percentage of its distributable profits into regeneration projects into Margate that will benefit the townscape and the local community. SHL will also commit to distributing a percentage of its distributable profits to local charities and good causes subject to working up a bottom up budget if selected.

Key stakeholders

Current community involvement in Margate's Regeneration

In 2008 Margate Renewal Partnership commissioned Tom Fleming Associates to produce a "Cultural Vision for Margate: The Next Ten Years". The overarching recommendation was to establish 'Creative Margate', a ten-year programme, which would tell the many stories of Margate and position Margate as a seaside town re-born with visual arts and culture at the forefront.

The Margate Renewal Partnership was wound up in 2011 but further work on developing a Margate brand identity was undertaken in 2010-2011 by the Thanet Regeneration Board. Thanet Council issued a creative brief and London based brand agency, Underscore was chosen to create the Margate brand. A series of evening workshops were held as social events with the community invited to participate. These events were dubbed the 'Margate Conversation'. Margate's views were taken on board, ideas shared over many hours and weeks and Underscore's slogan 'Margate. The Original Seaside' was developed. Hoardings were printed, litterbins re-sprayed hot pink, and Council literature was produced in line with the new brand guidance toolkit.

The Dreamland Trust

The Dreamland Trust already has an impressive record of engaging with the local community and last November organised an auction of donated art which raised sufficient funds to open a vintage style 'Visitor & Learning Arcade' in Dreamland's former Bali-Hai bar. The arcade houses the Dreamland Expo: a past, present and future – an immersive and interactive experience evoking Dreamland's heyday and is staffed by enthusiastic volunteers. This centre has welcomed 13,000 visitors through its doors to date.

The Trust has also developed an extensive activity plan and has on-going connections with community groups such as the 'Garden Gate Project, the Thanet Skills Studio and the Artist Access Programme. SHL will embrace these connections and provide resources to enable further development of the activity plan.

The Trust also recently initiated a 'Community Consultation' session to introduce their team and discuss how Dreamland can help continue the regeneration of Thanet. A small group of local stakeholders were invited in July 2014 to help guide the planning for the opening in 2015 and beyond. SHL would propose regular forums of this type going forward. SHL will commit to retain the resources required by the Trust when the HLF funding for its activities expire and will also put aside a suitable budget for

activities associated with community engagement.

SHL will continue to encourage the participation of volunteers in the areas such as conservation and landscape work, leading guided walks, giving talks, helping with events, working with schools, and other outreach programmes. SHL will work with partners to encourage outreach to under-engaged audiences such as young people, BME groups, the unemployed, people from deprived areas, disability groups, older people, and those affected by health issues.

SHL will make space, resource and funding available to the Dreamland Trust to enable the creation of an immersive 'Heritage Exhibition' to celebrate the importance of Dreamland's unique past (and its significant place in the history of British seaside towns and popular cultural heritage) as well as the successful campaign to bring the park back to life. Activities will include talks, tours, exhibition, film screenings and creative interpretation.

Local Government

SHL will endeavour to enter into close partnerships with both TDC and KCC such that interests of all parties are closely aligned. We believe that a turnover rent payable to TDC generated by a successful operation will make a significant contribution to the TDC budgets over the years to come.

Local Businesses

SHL will consult with all local businesses to determine the best way of linking Dreamland with the seafront and the town centre. SHL will explore a number of possibilities (including joint ticketing with other attractions (Quex Park, Shell Grotto, Hornby Visitor Centre etc.) and also the possibility of enabling direct bookings for accommodation, meals, and entertainment in the town directly via the Dreamland portal in an attempt to stimulate visitor spend in the town.

Dreamland will aim to be the pre-eminent paid-for visitor attraction in Thanet and Medway Districts. Based on the SHL's Board members track record the business will be award winning. It will quickly establish its own brand based on delivering fabulous value and quality in all aspects of its business.

Dreamland will maintain the place changing momentum that was started by the opening of the Turner Contemporary. Furthermore, being first and foremost a family based venue, it will increase the attractiveness of the area for families to move to and therefore businesses to follow and vice versa. It will add to and compliment the remarkable Margate assets of the beach and old town.

Dreamland will promote itself as a quality based attraction appropriate to all ages,

supported by a strong marketing and PR department. Dreamland will make a marked step difference in the quality of the Margate offer for domestic and non-domestic tourists alike.

Local Residents

SHL supports the premise that Margate citizens should have privileged access to "their park" through a "Friends of Dreamland" membership scheme or some similar mechanism. This would include a free evening opening every year to all Margate residents as well as other exclusive events. SHL will support local good causes and engage fully in local decision and democratic process. In short we will want to work with the community and not be apart from it.

Learning Providers

SHL understands from conversations it's had within the tender period that partnerships have already been established with a number of local institutions at all levels of education provision. SHL welcomes this engagement and will strongly support its future development.

SHL believe there is scope to reach both primary and secondary school children through formal onsite educational sessions based around the national curriculum. Only teachers with teaching qualifications will be employed. Dialogue will be initiated during the pre-opening phase with education authorities in order to ensure that the learning opportunity of Dreamland is maximised.

Local Charities and Community Groups

SHL also understands that the Dreamland Trust has already established extensive links with local charities and is in regular contact with them via email and newsletters. SHL will seek to further encourage this engagement.

The Environment

SHL will commit to implementing a sustainable environmental policy. SHL will become a member of the Green Tourism Programme and will work with its staff and its suppliers to minimise energy and water waste, and maximise recycling possibilities and become an exemplar of best environmental practice.

Employees

SHL wholeheartedly supports the principles of equal opportunities and is determined that everyone will have equality of opportunity in respect of employment. SHL opposes all forms of unlawful or unfair discrimination on the grounds of colour, race, nationality, ethnic or national origin, religion, sexual orientation, marital status, age or

disability and are aware of equal opportunities legislation. Every possible step will be taken to ensure that individuals are treated equally and fairly and that decisions on recruitment, selection, training, promotion and career management are based solely on objective and job related criteria.

SHL also recognises that the right employee training, development and education, at the right time, can provide significant benefits for the employee in terms of job satisfaction and career progression, as well as benefits for the employer in terms of increased productivity, knowledge, loyalty, and contribution. SHL will seek to maximise the potential of its employees by significant investment in training in conjunction with local education providers.

Youth Development

Margate is in a unique position given its history and its location to celebrate popular youth culture.

SHL will explore the possibility of providing a permanent gallery on site for the exhibition of local youth art and fashions. The purpose will be to encourage the visual arts, music, drama, dance and technology and tap into the creativity and potential of the talented artists and musicians who live in the area. SHL will work closely with the Thanet Regeneration Board to identify and create a suitable space for such an exhibition. The aim of this exhibition will be to increase the number of people participating in the arts, to stimulate involvement and engagement of the local communities in the regeneration process, to support local artists' initiatives to facilitate their collective presence as a creative industry, to influence the design of the public realm, to develop an exemplary model of how art can become an integral part of the regeneration process. Tracy Emin has endorsed this approach and has promised to support this project in any way she can.

SHL will also seek to create a 'Youth Club' somewhere on the Dreamland site and discussions will take place at an early stage with the Dreamland Trust to discuss implementation.

Community Programmes and Activities

For the benefit of local schools an indoor education and events space is which will help attract this audience to Dreamland. This will be a venue offering a flexible space for volunteering, learning, local heritage interpretation and visitor services. Schools and other groups will be offered guided walks, talks and film screenings, access to

the permanent exhibition. The education space will also provide advanced training for volunteers to deliver walks and talks.

The Dreamland Trust has developed an extensive activity plan and SHL will provide resources to enable further development of the plan up to and beyond the opening of the park. This programme will be encouraged and all the facilities of the park will be made available for such events.

Employment

An analysis of key demographic trends in Margate shows that the town suffers from low levels of educational attainment and high levels of economic inactivity. The rate of unemployment in Thanet was estimated by TDC in February 2014 to be 5.3%, the highest unemployment rate of all districts in the South-East region. Only 11% of Margate residents have some kind of higher or professional qualification compared to the national average of 20% and Margate has 20% less 'higher and intermediate managerial, administrative or professional households' than the national average.

SHL confidently estimate well in excess of a 145 FTE being created directly (110-112 FTE) and indirectly (30-40 FTE) through its supply chain. This will be of significant community benefit, especially for deprived areas.

In the current economic climate, work experience and apprenticeships will become an important way of helping young people improve their employability. SHL will work closely with the local educational centres to provide suitable real-life work experience for their students. The same will apply to employment agencies and their candidates. Both East Kent College and the University of Kent have endorsed SHL's strategy and are keen to be educational partners. SHL will also explore the possibility of a small campus on site focussing on 'Events Management' given the breadth and depth of events likely to be organised on the Dreamland site in the years to come.

By delivering opportunities for employment and work experience at Dreamland, the engagement strategy will be able to serve a wider social agenda, helping fulfil the needs of the local community and further its ambitions. Learning opportunities should provide local people the opportunity to further their education both informally and formally. A portfolio of options will be provided to ensure take-up from schools and colleges – including a teacher's learning pack, education events and talks.

Next Steps

The plan for community engagement and regeneration has enormous scope to develop and will be a high priority for SHL. Local support and involvement will be crucial for the success of Dreamland and SHL will do everything in its power to

galvanise that support through constructive engagement with all stakeholders in the community.

EVIDENCE OF BUSINESS SUCCESS IN THE LEISURE SECTOR

Biographies of the Directors of Sands Heritage Limited

Nick Conington (Chairman)

A physics graduate from Oxford, Nick Conington enjoyed a 30-year career in international finance with banks and investment funds, such as NatWest, Deutsche Bank and Arrowgrass Capital, leaving the City in 2011, to develop his interest in property. He has invested in and refurbished a number of properties along the Kent and Sussex coasts. In October 2011 Nick purchased the old Humbug Shop (16 Marine Drive in Margate), and decided to invest in his first commercial project by developing the building into the 20-bedroom boutique Sands Hotel. The hotel restaurant is currently ranked number 1 on Tripadvisor (amongst all hotels in Kent), and its Bay restaurant is the only restaurant with 2 rosettes within Thanet.

Amongst his interests is rowing; Nick was president of the Oxford University Boat Club, winning three boat races, and representing Great Britain in two world championships.

CAREER SUMMARY

Oct 1982	- Sep 85	Phillips & Drew	Fixed Interest / Convertible Sales
Oct 1985	- Oct 88	Hoare Govett	Director i/c Convertible Sales (UK)
Nov 1988	- Dec 92	Phillips & Drew (UBS)	Director i/c Convertible Sales & Trading (Europe)
Jan 1993	- Mar 97	NatWest Markets	Director, Structured Corporate & Equity Finance
Mar 1997	- Feb 08	Deutsche Bank	Managing Director i/c Convertibles Asia/Japan
Feb 2008	- Jun 14	Arrowgrass Capital	Portfolio Manager i/c Japan/Oceania investments

John Adams

John has known Nick for over twenty years. For the last 13 years he has focused on assisting the development of start up businesses providing the right balance of structures and processes to better enable their growth whilst acting as the part time finance director or adviser. He has considerable experience in business start-ups, corporate acquisitions and disposals and takes responsibility for ensuring that corporate governance and financial reporting processes are in place as well as developing the legal and financial structures of the businesses.

CAREER SUMMARY

2000 to date	Investor & adviser	Wyck Consultancy
1986 - 2000	Partner in professional practice	W.H.Payne & Co
1981 - 1986	Chartered Accountant in profession	Arthur Andersen

Chris Webster

After a successful army career (13 years) Chris has been an operator and consultant in the Leisure sector since 1989.

Chris was a non- executive director (8 years) on the East of England Regional Tourist Board and was also a non-executive director (4 years) at Visit England giving him detailed knowledge and experience of issues relating to developing a visitor economy at a macro level in a balanced and sustainable way.

Chris has been CEO of two not for profit organisations, Endeavour Training Ltd, a national educational charity which he turned around and the Woburn Centre for Conservation and Education where £4m was raised over two years for elephant conservation. He is now Chairman of the Yorkshire Wildlife Park Foundation.

Chris is also Deputy Chairman of the rapidly growing and successful Yorkshire Wildlife Park Ltd. YWP opened in 2009 and attracted 434,000 visitors in 2013 delivering a £5.8M turnover and £2M PBT.

Key achievements:

- a. Part of the master planning team for Whipsnade Zoo which after investment and improved marketing led to 22% year on year growth for two successive years in 1990 and 1991.
- b. As Chief Executive led the turn round of Woburn Safari Park from a £1M turnover, loss making, tired attraction, where the staff had lost heart, to a national award winning, highly profitable attraction of recognised conservation significance. The Safari Park became the champion brand of the Woburn Estate portfolio. In his last six years the park generated £10.45M PBT after a turnover rent to the Estate. This was achieved off the back of a £3M investment over the initial three years he was there followed by on-going reinvestment from funds generated. Chris led a cultural change programme to put the visitor and customer service at the centre of the business model.
- c. WSP was winner of England for Excellence Awards "Large Visitor Attraction of the Year" in 2000 and was a finalist in 2005. The Park won the regions "Large Visitor Attraction of the Year" Award eight times during Chris' tenure. In 2001 WSP was indexed as one of the top 100 most Visionary Companies in the UK by the Cranfield School of Management and was winner of the Management Today's UK Consumer Service Excellence Awards in 2000 and 2003.

- d. Chris has successfully operated as non-executive director and strategic level consultant in the leisure sector since March 2009. This included P/T CEO of Vision XS Ltd, a international niche consultancy specialising in measuring and modelling the visitor experience, master planning and business recovery.
- e. One of five directors who have invested in and successfully opened Yorkshire Wildlife Park Ltd in 2009

Relevant experience

- a. 1993-2009 led the strategy, cultural change, master planning and project management of new investment. This profitably turned the declining Woburn Safari Park around.
- b. 2008 to present, led the opening and subsequently inputted on Yorkshire Wildlife Park's business, master planning and visitor experience development plans. In 2013, its fifth full year, the park attracted 423,000 visitors generating a £5.8M turnover and £2.3M EBITDA.
- c. 2011-12 Vision XS Project Director for advising Sentosa Development Corporation, Singapore, on their £2 Bn master plan to develop Sentosa as a world class tourist destination. The plan envisaged growth from 8M to 21M visitors a year incorporating hotels, attractions, bars etc.
- d. 2011 wrote the business plan and led the completely new installation of Kidzworld Cornwall, a 1,000m2 indoor play and 1,300m2 out door family attraction. Over saw the site opening in three months.
- e. 2012-present member of a consortia opening a £85M new tourist destination in Scotland in 2016.

CAREER SUMMARY

2009 to date Managing Director WINK Associated Ltd
 2009 to date Deputy Chairman Yorkshire Wildlife Park Ltd
 2012 to date Chairman Yorkshire Wildlife Park Foundation
 2009 to 2012 Chief Executive Vision XS Ltd
 1993 to 2009 Chief Executive Woburn Safari Park Ltd
 2007 to 2011 Non Executive Director Visit England
 2003 to 2011 Non Executive Director East of England Tourism
 2002 to 2003 Chief Executive Endeavour Training
 1889 to 2002 General Manager Whipsnade Wild Park
 1975 to 1989 Commissioned Officer, Regular Army.

Bob O'Connor

Bob has been in leisure sector for over 25 years, 5 years in resort management with Butlins, 5 years in Hotel general management Rank Organisation, 6 years General manager of Brighton Pier and 10 years as Group Managing Director of the Aspinall Foundation, which includes two day visit attractions, attracting over 500,000 visits pa with and up to 30,000 short break customers.

On taking up his post with Aspinall Foundation the company was losing some £4 million pa. His brief was to break even within 2 years and turned a profit in year 3. With reserves of just over £10 million, time was running out. Both these objectives were achieved. No one thing turns around any business however some key areas that led to that improvement.

Bob has been the Chairman of BALPPA, since Jan 2013. He was vice chair for 2 years before that and has been on the Mancom (management committee) for 8 years in total.

Bob wrote 3-year strategic plan:

- a. The creation of the African Experience Port Lympne (added 75k visitors in first year)
- b. Improved marketing, revamped all catering and retail offerings, developed conference and wedding business.
- c. Created Kent Music festival, attracting over 30k visitors, with major acts form UK
- d. Change of culture, from a business where no-one had responsibility for anything to one with Autonomy with Responsibility.
- e. Introduction of Livingstone Lodge UK first safari lodge (glamping experience) 3 times winner of Visit England's Best Tourism Experience, Gold Award.
- f. Installation of one of the first walk through Lemur enclosures in UK.
- g. As well as the many awards won for the business Bob has personally been awarded
 - a. KEIBA Entrepreneur of the year 2007
 - b. KIEBA Business person of the year 2008

Whist General Manager of Brighton Pier

- a. Moved pier into second most visited tourist attraction in UK, seeing 4 million + visitors pa

- b. Improved EBITDA by over 20%

As General Manager of Metropo! Hotel Blackpool

- a. Achieved occupancy levels of over 95%
- b. The highest revpar in group

CAREER SUMMARY

2004 to date Group Managing Director: Aspinall Foundation

1989 to 2004 Brighton Palace Pier: General Manager / Director

1989 to 1998 Rank organisation: Senior Executive

1984 to 1989 Area Manager / General Manager Focus Homecentre

1974 to 1984 General Manager Tesco stores

In addition to the above Directors, SHL has engaged the advice and services of:

Ray Hole, Ray Hole Architects:

Ray has a track record of Master Planning and Design in the Leisure Sector having worked around the World. He is currently the lead Master Planner for the £2.2Bn Paramount resort destination planned for Ebbs Fleet, Kent.

Colin Dawson OBE:

Before retiring Colin was CEO of British Association of Leisure Piers, Parks, Attractions for 10 years for which he was awarded OBE for services to tourism. Prior to this he held senior positions with the RMC Group including Director General of Thorpe Park 1987 to 1995. He also had several years as Managing Director of Dreamland in the late 1990's. Colin will bring his expert knowledge of rides to the team and will assist in putting together the detailed operation plans for Dreamland should SHL be successful in it's tender.

Chris Rumbell:

Chris has been Licenced Partner of Vision XS Ltd since 2006 working internationally on projects around the world including Taronga Zoo, Sydney, Universal Studios, Dubailand, Gold Reef City, South Africa and Sentosa Island, Singapore.

Chris was the first Business Manager of Table Mountain National Park, a World Heritage Site and iconic visitor attraction in Cape Town, South Africa with over 2 million paying visitors per annum. He has worked operationally with South African National Parks Head Office in assisting the transformation from a conservation-focused organisation to understanding the importance of the visitor experience. He has experience in financial modelling and organisational performance. He lectures in Process Redesign and has a Mechanical Engineering degree as well as an MBA from the University of Cape Town.

Successful Performance Case Study - Yorkshire Wildlife Park Ltd

In May 2008 Brockholes Farm, a very tired over priced farm attraction was acquired by the founding Directors two of whom had worked formerly for Chris Webster at Woburn Safari Park.

Chris was invited to join the board and to invest in October 2008. He wrote a business plan which obtained bank and equity funding. The plan forecast 90K visitors in Yr 1 rising to 265K in Yr5. Revenue was forecast to grow from £996K to £4.4M over the period and PBT from £135K to £1.3M. This was in the context of what has proven to be the deepest recession since the 1930's.

Year 5 actuals were 424K visitors generating a £5.8M turnover and £1.78M PBT (after implementation of a more aggressive Depreciation policy than envisaged in the plan). Last winter saw a further £2.8M invested in the Park.

This year, Year 6 the Park is trading +32% YOY in footfall and revenue.

The now five directors still own 82% of the equity. The parks investment, which continues to support growth, is now funded by a mix of proportionate debt and self generated monies. The Park is award winning and making a significant contribution to conservation and education. A healthy dividend policy has been in place for the last three years.

Chris Webster,

Deputy Chairman,

Yorkshire Wildlife Park Ltd

AWARDS AND STANDARDS

Sands Hotel Margate

- a. Number 1 Hotel in Kent – Tripadvisor
- b. Only 4* hotel in Thanet
- c. Only 2 rosette restaurant in Thanet

Woburn Safari Park 1993-2009

- d. Good Guide to Britain "Family Attraction of the Year" 1998
- e. Winner of the Visit England's Large Visitor Attraction of the Year Award 2000 and Finalist in 2005.
- f. Eight times winner of the Regional Award and Finalist five times.
- g. Winner of the Unysis/Management Today national Service Excellence Awards in 2000 and 2003.
- h. Investors In People
- i. ISO 14001
- j. Cranfield School of Management Top 100 Most Visionary Companies 2001.
- k. Bedfordshire Chamber of Commerce Business of the Year Award 1994
- l. EHO Catering Inspections Annually 4/5.
- m. DTI's Inside UK Enterprise Programme – two times National Winner 2002 & 2003
- n. Numerous British & Irish Association of Zoos and Aquaria Awards for exhibit design, animal welfare projects, marketing and education.
- o. Visit England Visitor Attraction Quality Assured 1994-2009

Yorkshire Wildlife Park

- a. Trip Advisor Top Attraction 2013
- b. Regional Large Visitor Attraction of the Year 2012, Finalist 2011, 2013 & 2014
- c. National Finalist Large Visitor Attraction of the Year 2012
- d. Best Marketing Campaign – Comparethebabymeerkats.com– BIAZA 2010
- e. BIAZA, Meritorius Award for best PR Campaign Lion Rescue- BIAZA 2010
- f. Performance through Partnership Award Doncaster Chamber 2010

- g. Business of the Year – Doncaster Chamber Awards 2011
- h. Special Achievement Award – Doncaster Chamber Awards 2011
- i. Business of the Year Yorkshire and Humber 2011 – British Chamber Awards
- j. Best New Enclosure Lion Country Highly Commended - BIAZA 2011
- k. Area Winner HSBC Global Connections 2012
- l. Yorkshire's Most Magnificent Attraction 2012
- m. Sheffield Region Business of the Year Highly Commended 2012
- n. Doncaster Chamber Business of the Year Highly Commended 2012
- o. John Minion, Chief Executive, Doncaster Chamber Young Business Person of the Year 2012
- p. 2013 BIAZA Husbandry and Welfare Award Leopard Heights
- q. 2013 HSBC Global Connections Regional Finalist
- r. 2013 Doncaster Chamber of Commerce Awards Excellence in Marketing and Communications
- s. 2013 Doncaster Chamber of Commerce Awards Excellence in Customer Service
- t. 2013 Doncaster Chamber of Commerce Awards Excellence in People Development Finalist
- u. 2014 Finalist Group Travel Organiser Awards Animal Attraction of the Year
- v. 2014 Finalist Sheffield City Region Business Awards Marketing
- w. 2014 Finalist Sheffield City Region Business Awards Customer Service
- x. 2014 Finalist White Rose Awards Large Visitor Attraction of the Year
- y. Visit England Visitor Attraction Quality Assured 2010-2014

Howletts and Port Lympne

Kent Invicta Chamber awards

- a. 2007 Entrepreneur of the year (Bob O'Connor)
- b. 2007 Business of the year
- c. 2008 Kent Business Person of the year (Bob O'Connor)Finalist

Shepway Business awards

- a. 2005 Business of the year, Employer of year, Customer service of the year
- b. 2006 Business of the year

Kent Business Awards

- a. 2008 Business person of the Year (Bob O'Connor)

KEIBA (Kent Excellence in Business Awards)

- a. 2010 Large Business of the Year
- b. 2012 Best Leisure and Tourism Business
- c. 2013 Best leisure and Tourism Business
- d. 2014 Finalist Tourism and Hospitality Business of the year

Channel Chamber awards

- a. 2008 Business of the Year, Customer Service award winner

Invicta Chamber of Commerce

- a. 2010 Excellence in People development

British Chamber of Commerce

- a. 2008 Most promising new business (Livingstone Lodge)

TSE / Beautiful South Awards

- a. 2010 Best Digital Marketing Campaign
- b. 2009 / 2011 / 2012 / 2013 Best Tourism Experience

Visit England Awards

- a. 2010 / 2012 Best Tourism Experience

WMS

- a. 2007 Best Conservation/Heritage Wealth Management Award

Appendices

Appendix 1 – Letters of Support

Appendix 2 – Expressions of Interest

Appendix 3 – CACI Research

Appendix 4 – Lets Go Report

Appendix 5 – SHL Risk Register

Appendix 6 – SHL Child Protection Policy

Appendix 7 – SHL Corporate and Social Responsibility

Appendix 8 – SHL Health and Safety Policy

Appendix 9 – SHL Equal Opportunity Policy

Appendix 10 – Paul Gogarty Communications

Appendix 11 – Yorkshire Wildlife Park Exit Surveys

Appendix 12 – YAG Market Research Yorkshire Magnificent Attractions

Appendix 13 – Notes from Wicksteed Park Visit

Appendix 14 – Ray Hole Observation Notes



Appendix 1

Peter Milcoy
Lloyds Bank,
1st Floor, Graylaw House,
20/22 Walling Street,
Canterbury, Kent, CT1 2UA
Direct line: 07557499524
Date: 21/7/14

Nick Conington,
Chairman,
Sands Leisure Group,
Sands Hotel,
Marine Drive,
Margate,
Kent, CT9 1DH

Dear Nick,

"The foregoing is subject to credit approval, any due diligence required, and the preparation and acceptance of formal documentation for the facility, as is acceptable to the Bank. It does not in any way constitute an offer to lend or otherwise commit the Bank to provide the facility and should not be construed by implication or inference to do so".

Following our recent meeting, I am happy to confirm that Lloyds Bank will, in principle, look to support the team you have put together for the Dreamland project.

Based on the information you have provided to date, and the management team involved, we would, and this is subject to the points raised above, be looking to provide the requested debt levels of c£2million. The suggested structure will of course depend on the further information, but will need to be fully secured by way of guarantee/tangible security. This will be crucial when seeking credit approval, so please do clarify how you intend to provide the security as soon as you can.

We fully appreciate that there are many points still to assess within your Risk register, but as you make progress, please do let us know and we will look to gain full credit approval at the earliest opportunity.

At this stage we wish you all the best with the project and for success at the tender process.

Kind regards,

Peter Milcoy

Business Development Director
Lloyds Bank, SME Banking, South East

Appendix 2



Nick Conington
Sands Heritage Ltd
c/o Sands Hotel
Marine Drive
Margate
Kent
CT9 1DH

Dear Nick,

Thank you for meeting with me on 11th July. This is to confirm our expression of interest in a 10,000 sq. ft. area to operate a child care and FEC operation at Dreamland. There are various models that we can discuss from JV, to landlord/ sublease. Subject to the detail an indicative maximum rent we would contemplate would be £100,000 pa subject to your due diligence and the form of agreement we enter into. I can confirm a June 2015 opening would work very well for us.

We have operated in this sector for 22 years, currently have 23 sites and a successful track record. We would be happy to provide testimonials or references to be able to go to the next stage of discussions.

May we wish you the best of luck with your tender submission etc.

Yours sincerely

Paul Sharp
Managing Director

Kids Play Ltd, 11 Roebuck Way, Knowlhill, Milton Keynes, MK5 8HL Tel: +44 (0)1908 209210
kidsplaychildcare.co.uk

VAT registration number: 594627987 Co. registration: 03757366



WWW.PEPPERMINTEVENTS.CO.UK
INFO@PEPPERMINTEVENTS.CO.UK

Alex Brooke
Peppermint Events Limited
7 College Fields Business Centre
19 Prince Georges Road
London, SW19 2PT
Friday, July 18, 2014

Dear Nick,

It was good to talk to you and Chris last week to hear your plans for Dreamland. I would like to thank you for the opportunity for Peppermint that we discussed in principle.

As you know Peppermint have successfully operated for over 10 years since 2003 as an event and venue operator, including The Moose Bar at Canary Wharf and Manchester (2008 – 2011), Pin Up Bowling Lanes, Coconut Joes Liverpool & Nottingham, The Arctic Bar and The 3 Monkeys Cocktail Bar in Balham, London. I would welcome a visit by yourself to any of our operations. We have been working for many years alongside blue chip event and concert promoters such as Live Nation and AEG to name just two. Our business turns over £14m annually and we employ over 2000 staff during our peak seasonal period.

For more info on Peppermint please visit:

Brochure:

http://issuu.com/peppermintbars/docs/peppermint_overview

Video:

<http://vimeo.com/58384380>

Website:

<http://www.peppermintbars.co.uk>

We have talked principles around operating a 6 lane vintage bowling experience, Pin Ball arcade, Lucky Voice Karaoke, Ping Pong and similar activities along with a 50's Diner in one of the blue sheds which I have visited. Our base case revenue model forecasts £1.4M turnover per annum and we believe this will support investment by ourselves of a minimum of £850,000 for which we would be looking for a minimum 25 year lease.

We understand you are tendering as part of a procurement process to TDC. We wish you well and look forward to resuming discussions once the outcome of this is known.

Best Wishes,

Alex Brooke

7 COLLEGE FIELDS BUSINESS PARK • PRINCE GEORGE'S ROAD • LONDON • SW19 2PT
PHONE: 0845 226 7845 • FAX: 0871 977 0335
PEPPERMINT EVENTS LTD, IS REGISTERED IN ENGLAND NUMBER: 04936110

ACORN POPULATION REPORT

NAVIGATION

Use the Navigation bar above to navigate through this document.

INTERPRETING THE REPORT

The Acorn report describes the relationship between the selected Area profile and the Base Area. It shows the percentage of the population of each Acorn Type in the area with the penetration of each Acorn Type in the base.

PERCENTAGE OF PROFILE

Counts of the population within each Acorn Type are shown as raw counts and as percentages of the total volume.

INDEX

The index shows how the percentage of a Type in the area compares with the percentage of that Type in the base. Differences between these two percentages are measured by the index in the following way:

- An index of 100 indicates that the representation of that Acorn Type is the same in the area as the base.
- An index over 100 shows above average representation (e.g. 140 shows that this type has a 40% over representation in the area when compared to the base).
- An index of under 100 shows below average representation.



www.caci.co.uk

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1 of 7
2014/07/21

WHAT IS ACORN?

Acorn is a geodemographic segmentation of the UK's population. It segments households, postcodes and neighbourhoods into 6 categories, 18 groups and 62 types. By analysing significant social factors and population behaviour, it provides precise information and an in-depth understanding of the different types of people.

Acorn provides a detailed understanding of the people who interact with your organisation. It helps you learn about their relationship with you. This knowledge gives you the opportunity to target, acquire and develop profitable customer relationships and improve service delivery.

The User Guide (available to download at www.caci.co.uk/acorn) looks at each Acorn type across a wide range of demographic, behavioural and attitudinal attributes. The descriptions of each category, group and type provide an overview of the wider range of topics for which information is available.

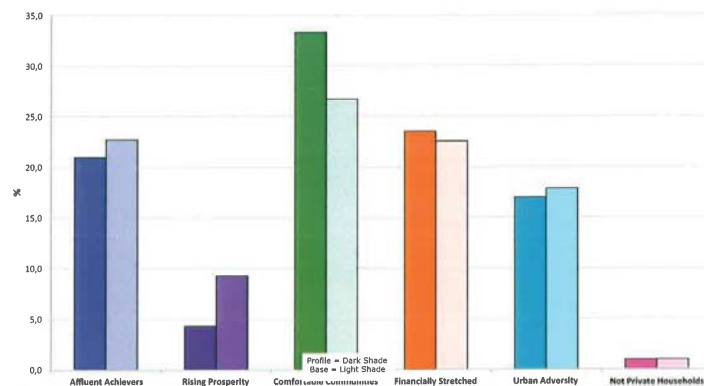
Acorn draws on a wide range of data sources, both commercial and public sector Open Data and administrative data. These include the Land Registry, Registers of Scotland, commercial sources of information on age of residents, ethnicity profiles, benefits data, population density, and data on social housing and other rental property. In addition CACI has created proprietary databases, including the location of prisons, traveller sites, age restricted housing, care homes, high-rise buildings and student accommodation. In addition we utilise the traditional inputs of the Census of Population and Large-volume lifestyle surveys.

Acorn Category	Acorn Group	Acorn Type	Description
1 Affluent Achievers	1.A Layton Lifestyle	1.A.1	Expensive properties
		1.A.2	Metropolitan money
		1.A.3	Large house luxury
	1.B Executive Wealth	1.B.4	Aspirational families
		1.B.5	Wealthy young professionals
		1.B.6	Financially sophisticated families
		1.B.7	Affluent professionals
		1.B.8	Prosperous individual families
		1.B.9	Well-off edge of towners
	1.C Mature Money	1.C.10	Retiree self-reliance
		1.C.11	Retired suburban older people
		1.C.12	Retired and active owners
		1.C.13	Country house owners
2 Rising Prosperity	2.B City Sophisticates	2.B.14	Townhouse contemporaries
		2.B.15	Younger professionals in smaller flats
		2.B.16	Metropolitan professionals
		2.B.17	Prosperous young renters
	2.E Career Climbers	2.E.18	Career driven young families
		2.E.19	First time buyers in small, modern homes
		2.E.20	Mixed metropolitan areas
3 Comfortable Communities	3.F Country Life Communities	3.F.21	Farms and cottages
		3.F.22	Larger families in rural areas
		3.F.23	Owner occupiers in small towns and villages
	3.G Successful Suburbs	3.G.24	Comfortable families in modern housing
		3.G.25	Larger family houses, middle class areas
		3.G.26	Some professional families, owner occupied neighbourhoods
	3.H Successful Family Housing	3.H.27	Suburban semi-detached and terraced houses
		3.H.28	Owner occupied terraces, average income
4 Financially Stretched	4.A Blended Life	4.A.29	Student types and flats or terraces
		4.A.30	Family home terraces
		4.A.31	Edgework young people in flats and terraces
	4.B Strained Means	4.B.32	Low cost flats in suburban areas
		4.B.33	Semi-detached workers in traditional neighbourhoods
		4.B.34	Faded owner occupied terraces
5 Urban Adversity	5.D Struggling Families	5.D.35	High occupancy terraces, many Acorn families
		5.D.36	Lightweight terraced houses
		5.D.37	Struggling young families in suburban terraces
	5.E Ruptured Relationships	5.E.38	Families in right hand side of the street
		5.E.39	Post-war workers, limited income
		5.E.40	Problems in social housing, struggling families
6 Not Private Households	6.F Young Hardship	6.F.41	Young families in low cost private flats
		6.F.42	Struggling younger people in mixed tenure
		6.F.43	Young people in small, low cost terraces
7 Struggling Estates	7.P Struggling Estates	7.P.44	Former terraces, early 1950s, tenement housing
		7.P.45	Low income terraces
		7.P.46	Multi-ethnic, purpose-built estates
8 Difficult Circumstances	8.Q Difficult Circumstances	8.Q.47	Deprived and ethnically diverse in flats
		8.Q.48	Low income large families in social rented semi
		8.Q.49	Social rented flats, families and single parents
9 Active Communal Population	9.R Not Private Households	9.R.50	Singles and young families, some receiving benefits
		9.R.51	Deprived areas and high-rise flats
		9.R.52	Active communal population
10 Inactive Communal Population	10.R Not Private Households	10.R.53	Inactive communal population
		10.R.54	Business areas without resident population
		10.R.55	Business areas without resident population

ACORN CATEGORY PROFILE

Acorn Category Description	Profile	%	%	Index	0	100	200
1 Affluent Achievers	142 608	21,0	22,7	92			
2 Rising Prosperity	29 058	4,3	9,3	46			
3 Comfortable Communities	228 568	33,3	26,7	125			
4 Financially Stretched	159 913	23,5	22,5	104			
5 Urban Adversity	115 384	17,0	17,8	95			
6 Not Private Households	6 411	0,9	1,0	98			
Total	679 942						

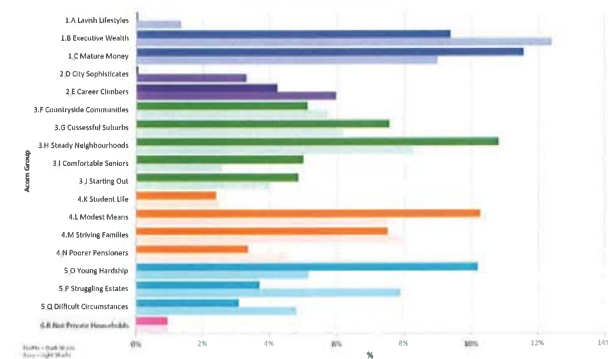
ACORN CATEGORY PROFILE



ACORN GROUP PROFILE

Acorn Group Description	Profile	%	%	Index	0	100	200
1. Affluent Achievers							
1.A Landed Lifestyles	305	0,0	1,3	3			
1.B Executive Wealth	63 735	9,4	12,4	76			
1.C Mature Money	78 567	11,6	9,0	129			
2. Rising Prosperity							
2.D City Sophisticates	381	0,1	3,3	2			
2.E Career Climbers	28 677	4,2	6,0	71			
3. Comfortable Communities							
3.F Countryside Communities	34 790	5,1	5,7	90			
3.G Successful Suburbs	51 291	7,5	6,2	123			
3.H Steady Neighbourhoods	73 523	10,8	8,3	131			
3.I Comfortable Seniors	33 091	5,0	3,8	105			
3.J Starting Out	32 973	4,8	4,0	121			
4. Financially Stretched							
4.K Student Life	16 251	2,4	2,5	95			
4.L Modest Means	69 809	10,3	7,5	137			
4.M Striving Families	51 034	7,5	8,0	94			
4.N Poorer Pensioners	22 813	3,4	4,5	75			
5. Urban Adversity							
5.O Young Hardship	69 302	10,2	5,2	198			
5.P Struggling Estates	25 169	3,7	7,9	47			
5.Q Difficult Circumstances	20 913	3,1	4,8	64			
6. Not Private Households							
6.R Non Private Households	6 411	0,9	1,0	98			
Total	679 942						

Acorn Group Profile



ACORN TYPE PROFILE

Acorn Type Description	Profile	%	%	Index	0	100	200
1 Affluent Achievers							
1.A Lavish Lifestyles							
1.A.1 Exclusive enclaves	14	0.0	0.1	3			
1.A.2 Metropolitan money	0	0.0	0.2	0			
1.A.3 Large house luxury	291	0.0	1.1	4			
1.B Executive Wealth							
1.B.4 Asset rich families	18 564	2.7	2.5	110			
1.B.5 Wealthy countryside commuters	11 141	1.6	2.4	69			
1.B.6 Financially comfortable families	20 721	3.0	2.7	114			
1.B.7 Affluent professionals	1 175	0.2	1.0	18			
1.B.8 Prosperous suburban families	2 832	0.4	1.8	24			
1.B.9 West of England edge of towns	9 290	1.4	2.2	63			
1.C Modern Money							
1.C.10 Better-off villagers	27 310	4.0	2.7	149			
1.C.11 Successful suburban, urban people	17 640	2.6	3.2	82			
1.C.12 Retired and single workers	25 514	3.8	2.2	108			
1.C.13 Unemployed professionals	8 100	1.2	0.9	135			
2 Rising Prosperity							
2.D City Sophisticates							
2.D.14 Business professionals	126	0.0	0.8	2			
2.D.15 Younger professionals in smaller flats	0	0.0	0.9	8			
2.D.16 Metropolitan professionals	0	0.0	0.7	8			
2.D.17 Sociable young renters	255	0.0	0.9	4			
2.E Career Climbers							
2.E.18 Career driven young families	14 199	2.1	2.0	103			
2.E.19 First time buyers in small, modern homes	13 988	2.1	2.7	77			
2.E.20 Mixed metropolitan areas	490	0.1	1.3	6			
3 Comfortable Communities							
3.F Countryside Communities							
3.F.21 Farms and cottages	3 217	0.5	1.5	31			
3.F.22 Larger families in rural areas	7 591	1.1	1.4	80			
3.F.23 Owner occupiers in small towns and villages	23 982	3.5	2.8	126			
3.G Successful Suburbs							
3.G.24 Comfortably-off families in modern housing	26 795	3.9	2.5	156			
3.G.25 Larger family homes, middle class areas	69	0.0	1.4	1			
3.G.26 Semi-professional families, owner occupied neighbourhoods	24 426	3.6	2.3	159			
3.H Steady Neighbourhoods							
3.H.27 Suburban semis, conventional attitudes	25 530	3.8	3.6	105			
3.H.28 Owner occupied terraces, average income	11 430	1.7	2.0	84			
3.H.29 Established suburban, older families	36 555	5.4	2.7	159			
3.I Comfortable Seniors							
3.I.30 Older people, neat and tidy neighbourhoods	29 408	4.3	2.3	191			
3.I.31 Elderly singles in purpose-built accommodation	4 522	0.7	0.3	225			
3.J Starting Out							
3.J.32 Educated families in terraces, young children	14 043	2.1	1.8	113			
3.J.33 Socially conscious and starter families	18 930	2.8	2.2	128			
4 Frictionless Transition							
4.K Student Life							
4.K.34 Student flats and halls of residence	8 246	1.2	1.0	120			
4.K.35 Term-time terraces	6 524	1.0	0.4	221			
4.K.36 Educated young people in flats and tenements	1 481	0.2	1.1	20			
4.L Modest Means							
4.L.37 Low cost flats in suburban areas	8 500	1.3	0.7	190			
4.L.38 Semi-skilled workers in traditional neighbourhoods	25 024	3.7	2.5	145			
4.L.39 Facing owner occupied terraces	36 285	5.3	2.7	198			
4.L.40 High income earners, inner Asian families	0	0.0	1.6	0			
4.M Striving Families							
4.M.41 Unlucky poor post-war estates	11 857	1.7	1.8	97			
4.M.42 Struggling young families in post-war terraces	13 885	2.0	1.9	110			
4.M.43 Families in right-to-buy estates	19 937	2.9	2.4	98			
4.M.44 Post-war estates, limited means	9 355	1.4	2.0	70			
4.N Poorer Pensioners							
4.N.45 Pensioners in social housing, semis and terraces	4 176	0.6	0.7	91			
4.N.46 Elderly people in social rented flats	3 817	0.6	0.6	97			
4.N.47 Low income older people in smaller semis	10 498	1.5	2.3	68			
4.N.48 Pensioners and singles in social rented flats	4 328	0.6	1.0	66			
5 Urban Adversity							
5.O Young Marginality							
5.O.49 Young families in low cost private flats	28 000	4.1	1.4	289			
5.O.50 Struggling younger people in mixed tenure	22 367	3.3	1.5	216			
5.O.51 Young people in small, low cost terraces	18 935	2.8	2.2	126			
5.P Struggling Estates							
5.P.52 Poorer families, many children, tenement housing	11 283	1.7	2.0	81			
5.P.53 Low tenement families	511	0.1	1.2	6			
5.P.54 Multi-ethnic, purpose-built estates	0	0.0	1.1	0			
5.P.55 Deprived and ethnically diverse in flats	121	0.0	1.1	0			
5.P.56 Low income large families in social rented semis	13 363	2.0	2.5	78			
5.Q Difficult Circumstances							
5.Q.57 Social rented flats, families and single parents	7 844	1.2	1.4	84			
5.Q.58 Singles and young families, some receiving benefits	7 970	1.2	2.0	59			
5.Q.59 Ethnic minority and low income flats	5 099	0.7	1.4	52			
6 Not People Households							
6.R Not Private Households							
6.R.60 Active communal population	905	0.1	0.2	59			
6.R.61 Inactive communal population	5 505	0.8	0.7	110			
6.R.62 Business areas without resident population	0	0.0	0.0	0			
Total	679 942						

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ACORN TOP 3 GROUPS

1.

Acorn Group O - Young Hardship

Index = 198
Area % = 10

Younger people are more prevalent in these streets. They own or rent small terraced houses or flats that tend to be amongst the cheapest housing in the town. A number of the residents might be first time buyers and it is usual for mortgages to have many years left to run.

While there are couple and families with young children, single people or single parent residents are found more frequently than average. Some may be financially supporting a child that does not live with them. In some cases the residents of these areas may include people from an East European background.

Educational qualifications tend to be lower than average and much of the employment is in junior office roles and semi-skilled or manual occupations. There are pockets of deprivation in this group. Income range from moderate to low and unemployment is higher than the national average. The numbers claiming benefits may be up to double the national average in some places.

Generally these people have modest levels of savings and many find it hard to save regularly from modest incomes. There are some households with high levels of debt. Some will have been refused credit and generally these people are less likely to use a credit card. A number of these people will have loans that they may be having difficulty repaying. A small number may have accumulated debts in excess of their annual income.

Car ownership is below the national average and cars tend to be lower value and usually bought second hand. Some will own smartphones, although these are less likely to be an iPhone than a less expensive less fashionable model.

These people have a modest lifestyle and some may be struggling to get by in the current economic climate.

2.

Acorn Group I - Comfortable Seniors

Index = 195
Area % = 5

These established communities are generally made up of retired and older empty nester couples. Property tends to be two and three bedroom semi-detached houses, bungalows and some smaller purpose built flats. These will typically be slightly below the average value for the area, although there will be variation around this level. The majority will have paid off their mortgage and own their homes outright.

The working population are in a mix of middle, lower management and supervisory jobs while some of the pensioners might have had more senior roles. Overall incomes are relatively modest since a good number of these people are now living off their pension.

However since their children tend to have left home, and they have little or no mortgage left to pay, many will have a reasonable disposable income. They may also have some investments for security in their old age.

Broadly these people feel comfortable with few financial difficulties. However lower investment incomes due to low interest rates is likely to be a concern for some.

They are unlikely to use the Internet more than sporadically for practical purposes such as email, purchasing travel tickets. New technology is unlikely to attract these people and their phone is unlikely to be able to access the Internet. They are likely to prefer to be contacted by regular mail rather than any other channel.

Free digital services are likely to be preferred to a subscription cable or satellite service. Whilst most people get their news from the TV, the Daily Mail is the most popular newspaper.

These older people have sufficient investments and pensions to feel secure about their future.

3.

Acorn Group L - Modest Means

Index = 137
Area % = 10

These people own or rent smaller older terraced housing and flats, which often includes some of the least expensive housing in the area. The mix of families is likely to include singles, couples with children and single parents and the age profile may tend to be younger than average.

Incomes are likely to be well below the national average. Jobs reflect a mix of educational qualifications that are generally lower than average. Employment tends to be in a mixture of clerical, semi-skilled and other office or manual occupations.

Unemployment may well be above average, in addition to the Job Seeker's Allowance the proportion of people claiming other benefits, disability and income support is likely to be above average.

Generally there will be average levels of investments and savings. However a few people may be having difficulties keeping up with loan repayments.

There are fewer cars than many other areas. Shopping may tend towards cheaper stores. Fast food, burgers, fried chicken, and traditional baked goods are likely to be favoured more than average.

Football, DVD's, betting, bingo and the lottery are amongst the more common leisure activities.

A relatively high number of these people dislike receiving marketing communications, whatever channel is used, although traditional channels are more acceptable than others.

MAP



Index Source: © 2014 Rapleaf
Rapleaf's Web-based Survey Data © 2014 Copyright
and Analysis by Rapleaf
© Rapleaf Survey of British Households
10/1/2014 10:00 AM

The map shows Postcode Sectors shaded according to their dominant Acorn Group

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ACORN POPULATION REPORT

NAVIGATION

Use the Navigation bar above to navigate through this document.

INTERPRETING THE REPORT

The Acorn report describes the relationship between the selected Area profile, and the Base population. It shows the percentage of each Acorn Type in the area, and the percentage of each Acorn Type in the Base.

PERCENTAGE OF PROFILE

Counts of the population within each Acorn Type are shown as raw counts and as percentages of the total volume.

INDEX

The Index shows how the percentage of a Type in the area compares with the percentage of that Type in the Base. Differences between these two percentages are measured by the Index in the following way:

- An Index of 100 indicates that the representation of that Acorn Type is the same in the area as in the Base.
- An Index of over 100 shows above average representation (e.g. 140 shows that this Type has a 40% over representation in the area when compared to the Base).
- An Index of under 100 shows below average representation.

HOME	WHAT IS ACORN?	CATEGORY	GROUP	TYPE	TOP 3 GROUPS	MAP
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WHAT IS ACORN?

Acorn is a geodemographic segmentation of the UK's population. It segments households, postcode and neighbourhoods into 6 categories, 18 groups and 62 types. By analysing significant social factors and population behaviour, it provides precise information and an in-depth understanding of the different types of people.

Acorn provides a detailed understanding of the people who interact with your organisation. It helps you learn about their relationship with you. This knowledge gives you the opportunity to target, acquire and develop profitable customer relationships and improve service delivery.

The User Guide (available to download at www.caci.co.uk/acorn) looks at each Acorn type across a wide range of demographic, behavioural and attitudinal attributes. The descriptions of each category, group and type provide an overview of the wider range of topics for which information is available.

Acorn draws on a wide range of data sources, both commercial and public sector Open Data and administrative data. These include the Land Registry, Registers of Scotland, commercial sources of information on age of residents, ethnicity profiles, household data, population density, and data on social housing and other rental property. In addition CACI has created proprietary databases, including the location of prisons, traveller sites, age-restricted housing, care homes, high-rise buildings and student accommodation. In addition we utilise the traditional inputs of the Census of Population and large volume lifestyle surveys.

Acorn Category	Acorn Group	Acorn Type	Description
1 Affluent Achievers	1.A Latest Lifestyles	1.A.1	Exclusive estates
		1.A.2	Metropolitan money
		1.A.3	Large house luxury
	1.B Exclusive lifestyle	1.B.4	Asset rich families
		1.B.5	Healthy source of income
		1.B.6	Prosperous professional families
		1.B.7	Affluent professionals
		1.B.8	Prosperous industrial families
		1.B.9	Went off to school
	1.C Mature money	1.C.10	Senior city citizens
		1.C.11	Retired suburban, older people
		1.C.12	Retired and elderly residents
		1.C.13	Urbanised older people
2 Rising Prosperity	2.D City Sophistates	2.D.14	Two-house cosmopolitans
		2.D.15	Younger professionals in smaller flats
		2.D.16	Metropolitan professionals
	2.E Career Climbers	2.E.17	Socialising young renters
		2.E.18	Career driven young families
		2.E.19	First time buyers in small, modern homes
3 Comfortable Communities	3.F Country/Cosmopolitans	3.F.21	Farms and cottages
		3.F.22	Larger families in rural areas
		3.F.23	Owner occupiers in small towns and villages
	3.G Successful Suburbs	3.G.24	Comfortable families in modern housing
		3.G.25	Large family homes, multi-ethnic areas
		3.G.26	Semi-professional families, owner-occupied neighbourhoods
	3.H Steady and secure	3.H.27	Suburban semi-detached, stable attitudes
		3.H.28	Owner-occupied terraces, average income
		3.H.29	Established suburbs, older families
	3.I Comfortable Seniors	3.I.30	Older people, mild and tidy neighbourhoods
		3.I.31	Elderly singles in purpose-built accommodation
		3.I.32	Elderly families in terraces, young children
4 Financially Stretched	4.K Student Life	4.K.33	Student flats and halls of residence
		4.K.34	Term time families
		4.K.35	Student living people in flats and townships
	4.L Student Homes	4.L.36	Low cost flats in suburban areas
		4.L.37	Semi-detached properties in traditional neighbourhoods
		4.L.38	Fading owner-occupied terraces
	4.M Struggling Families	4.M.39	High occupancy terraces, messy Asian families
		4.M.40	Labouring up/down the stairs
		4.M.41	Struggling young families in anglophone terraces
	4.N Rural Families	4.N.42	Families in rural to buy houses
		4.N.43	Mid-range villages, middle income
		4.N.44	Problems in rural housing, semi and terraced
5 Urban Adversity	5.O Young Hardship	5.O.45	Entirely couple in social rented flats
		5.O.46	Large proportion of single to middle class
		5.O.47	Problems and wages in social rented flats
	5.P Struggling Estates	5.P.48	Young families in low cost private flats
		5.P.49	Struggling younger families in social housing
		5.P.50	Young people in small, low cost terraces
	5.Q Difficult Circumstances	5.Q.51	Poorer families, many children, terraced housing
		5.Q.52	Low income terraces
		5.Q.53	Multi-ethnic, purpose-built estates
	5.R Not Private Households	5.R.54	Deprived and ethnically diverse in flats
		5.R.55	Low income large families in social rented semi
		5.R.56	Social rented flats, families and single parents
6 Not Private Households	6.R Not Private Households	6.R.57	Singles and young families, some receiving benefits
		6.R.58	Deprived areas and high level flats
		6.R.59	Active communal population
	6.R Not Private Households	6.R.60	Inactive communal population
		6.R.61	Business areas without resident population
		6.R.62	Business areas without resident population

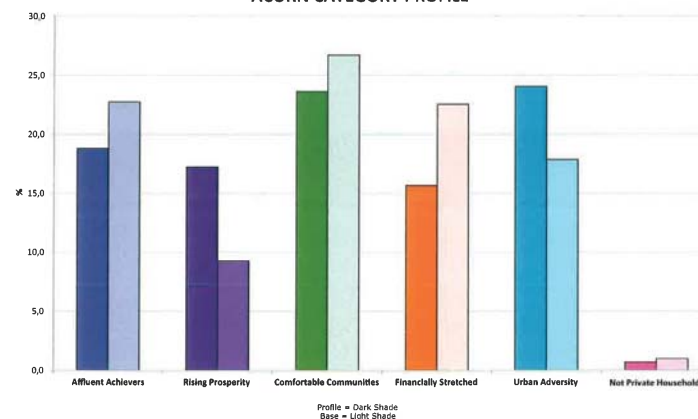
HOME	WHAT IS ACORN?	CATEGORY	GROUP	TYPE	TOP 3 GROUPS	MAP
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ACORN CATEGORY PROFILE

Acorn Category Description	Profile	%	% Index	Q	100	200
1 Affluent Achievers	1 286 440	18.8	22.7	83		
2 Rising Prosperity	1 180 212	17.2	9.3	186		
3 Comfortable Communities	1 616 548	23.6	26.7	98		
4 Financially Stretched	1 073 055	15.7	22.5	70		
5 Urban Adversity	1 644 538	24.0	17.8	135		
6 Not Private Households	46 408	0.7	1.0	71		
Total	6 847 201					

Total

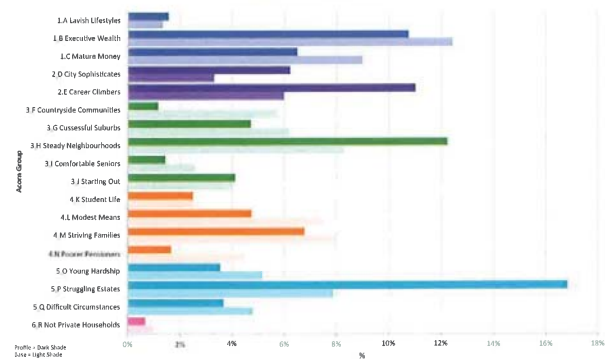
ACORN CATEGORY PROFILE



ACORN GROUP PROFILE

Acorn Group Description	Profile	%	%	Index	D	100	200
1. Affluent Achievers							
1.A Lavish Lifestyles	105 861	1.5	1.3	117			
1.B Exclusive Wealth	736 191	10.8	12.4	87			
1.C Mature Money	444 388	6.5	9.0	72			
2. Rising Prosperity							
2.D City Sophisticates	425 808	6.2	3.3	189			
2.E Career Climbers	754 404	11.0	6.0	184			
3. Comfortable Communities							
3.F Crossroads Suburbs	78 605	1.1	5.7	20			
3.H Steady Neighbourhoods	322 144	4.7	6.2	76			
3.I Steady Neighbourhoods	837 393	12.2	8.3	148			
3.J Starting Out	37 479	1.4	2.6	55			
3.K Student Life	280 927	4.1	4.0	102			
4. Financially Stretched							
4.L Modest Means	170 833	2.5	2.5	99			
4.M Striving Families	329 474	4.7	7.5	63			
4.N Striving Families	463 734	6.8	8.0	84			
4.P Precarious Prospects	113 774	1.7	4.5	37			
5. Urban Adversity							
5.O Young Hardship	241 682	3.5	5.2	68			
5.P Struggling Estates	1 151 819	16.8	7.9	213			
5.Q Difficult Circumstances	251 037	3.7	4.8	76			
6. Not Private Households							
6.R Not Private Households	46 408	0.7	1.0	71			
Total	6 847 201						

Acorn Group Profile



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ACORN TYPE PROFILE

Acorn Type Description	Profile	%	%	Index	D	100	200
1. Affluent Achievers							
1.A Lavish Lifestyles							
1.A.1 Exclusive enclaves	3 147	0.0	0.1	73			
1.A.2 Patrician money	3 429	0.1	0.2	30			
1.A.3 Large house luxury	99 285	1.5	1.1	133			
1.B Exclusive Wealth							
1.B.4 Asset rich families	127 273	1.9	2.5	75			
1.B.5 Wealthy countryside commuters	101 433	1.5	2.4	62			
1.B.6 Financially comfortable families	95 329	1.4	2.7	52			
1.B.7 Affluent professionals	76 697	1.1	1.0	117			
1.B.8 Prosperous suburban families	222 148	3.2	1.8	185			
1.B.9 Well-off edge of towns	112 311	1.7	2.2	76			
1.C Mature Money							
1.C.10 Better off villages	131 563	1.9	2.7	71			
1.C.11 Rural suburbs, older people	225 873	3.3	3.2	104			
1.C.12 Retired and empty nesters	40 066	0.6	2.2	26			
1.C.13 Unemployed professionals	46 886	0.7	0.9	79			
2. Rising Prosperity							
2.D City Sophisticates							
2.D.14 Townhouse commuters	95 315	1.4	0.8	166			
2.D.15 Younger professionals in smaller flats	157 989	2.3	0.9	242			
2.D.16 Midtown professionals	21 170	0.3	0.7	43			
2.D.17 Socialising young renters	151 334	2.2	0.9	260			
2.E Career Climbers							
2.E.18 Career driven young families	120 909	1.8	2.0	87			
2.E.19 First time buyers in small, modern homes	276 753	4.0	2.7	151			
2.E.20 Mixed professionals	356 742	5.2	1.3	410			
3. Comfortable Communities							
3.F Crossroads Communities							
3.F.1 Firms and villages	4 937	0.1	1.5	5			
3.F.2 Larger families in rural areas	23 990	0.4	1.4	25			
3.F.3 Owner occupiers in small towns and villages	49 778	0.7	2.8	26			
3.G Successful Suburbs							
3.G.24 Comfortably off families in modern housing	107 293	1.6	2.5	62			
3.G.25 Larger family homes, middle-class areas	101 246	1.5	1.4	109			
3.G.26 Semi-professional families, owner-occupied neighbourhoods	113 605	1.7	2.3	73			
3.H Steady Neighbourhoods							
3.H.27 Suburban semi, conventional attitudes	319 27						
3.H.28 Owner-occupied terraces, average income	481 705	7.0	2.0	353			
3.H.29 Established villages, older families	243 699	3.6	2.7	132			
3.I Comfortable Seniors							
3.I.30 Older people, rural and semi-rural neighbourhoods	76 192	1.1	2.3	50			
3.I.31 Elderly singles in purpose-built accommodation	19 287	0.3	0.3	95			
3.J Starting Out							
3.J.32 Educated families in terraces, young children	162 148	2.4	1.8	129			
3.J.33 Smaller houses and older tenants	118 759	1.7	2.2	80			
4. Financially Stretched							
4.K Student Life							
4.K.34 Student flats and halls of residence	19 739	0.3	1.0	29			
4.K.35 Term-time terraces	997	0.0	0.4	3			
4.K.36 Educated young people in flats and tenements	150 137	2.2	1.1	204			
4.L Modest Means							
4.L.37 Low-cost flats in suburban areas	59 118	0.9	0.7	131			
4.L.38 Semi-skilled workers in traditional neighbourhoods	61 097	0.9	2.5	35			
4.L.39 Public rental occupied terraces	74 763	1.1	2.7	41			
4.L.40 High-occupancy terraces, many Asian families	129 096	1.9	1.6	117			
4.M Striving Families							
4.M.41 Labouring semi-rural estates	80 950	1.2	1.8	66			
4.M.42 Struggling young families in post-war terraces	232 990	3.4	1.9	183			
4.M.43 Families in right-to-buy estates	92 847	1.4	2.4	57			
4.M.44 Post-war estates, limited tenures	57 147	0.8	2.0	42			
4.N Striving Families							
4.N.45 Premises in rural housing, some and terraces	16 734	0.2	0.7	36			
4.N.46 Elderly people in social rented flats	34 978	0.5	0.6	89			
4.N.47 Low income older people in smaller units	34 574	0.5	2.3	22			
4.N.48 Premises and families in social rented flats	27 488	0.4	1.0	42			
5. Urban Adversity							
5.O Young Hardship							
5.O.49 Young families in low cost private flats	95 083	1.4	1.4	97			
5.O.50 Struggling younger people in mixed tenure	95 403	1.4	1.5	92			
5.O.51 Young people in small, low cost terraces	51 166	0.7	2.2	34			
5.P Struggling Estates							
5.P.52 Poorer families, many children, tenanted housing	32 150	0.8	2.0	79			
5.P.53 Low income terraces	418 350	6.1	1.2	497			
5.P.54 Multi-ethnic, purpose-built estates	245 089	3.6	1.1	238			
5.P.55 Deprived and ethnically diverse in flats	199 150	2.9	1.1	467			
5.P.56 Low income large families in social rented units	75 871	1.1	2.5	44			
5.Q Difficult Circumstances							
5.Q.57 Social rented flats, families and single parents	121 875	1.8	1.4	130			
5.Q.58 Single and young families, some receiving benefits	51 641	0.8	2.0	38			
5.Q.59 Deprived areas and high-rise flats	77 521	1.1	1.4	79			
6. Not Private Households							
6.R Not Private Households							
6.R.60 Active communal population	9 524	0.1	0.2	55			
6.R.61 Inactive communal population	37 884	0.6	0.7	75			
6.R.62 Business areas without resident population	0	0.0	0.0	0			
Total	6 847 201						

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ACORN TOP 3 GROUPS

1.

Acorn Group P - Struggling Estates

Index = 213
Area % = 17

These are low income families living on traditional urban estates. While typically two-thirds rent their homes from the council or housing association some have bought their houses, typically under right to buy, or from a prior tenant who has done so. Since house prices are low the few homeowners may include a number of first time buyers.

A substantial proportion of the housing will be flats or terraced houses although there may also be some semi-detached estates. Small properties are more typical but the larger families may be housed in three bedroom houses. Either way there may be some element of overcrowding.

There may be a high proportion of children and the level of single parent households may be double the national average. Childless couples and pensioners are relatively rare. As is typical of more urban locations the population may include some minority ethnic groups.

Jobs reflect the generally lower educational qualifications and tend to be of a routine nature, perhaps in factories, shops or other manual occupations.

Incomes are low and the numbers claiming Job Seeker's Allowance is typically double the UK average. The numbers claiming income support, disability and other benefits are similarly high. Many will have been refused credit and people having difficulties with debts are likely to be double the average.

Money is tight and shopping tends to focus on cheaper stores, fast food outlets and inexpensive food.

2.

Acorn Group D - City Sophisticates

Index = 189
Area % = 6

These affluent younger people generally own flats in major towns and cities. Most of these are purpose built apartments although there is also a significant number that have been converted from older terraced town houses. These flats are over twice the cost of the average UK house and more expensive than the average property in these more expensive urban locations. The majority are buying their flats with perhaps a third renting from a private landlord.

Single people and couples without children form the majority of people in these areas. Many are graduates and white collar occupations tend to predominate, including senior managerial and professional jobs. Perhaps one in five might be a company director. While not all are highly paid, incomes are above the national average and a good number pay higher rates of tax.

Many of these people are financially means, reading the financial pages, switching accounts, carrying out financial transactions online and with multiple cards and accounts. A number will have built up significant saving accounts or investments in shares.

Although incomes are relatively high some of these people will be utilising their overdraft facility or making the minimum repayment on their credit cards.

Ownership of iPhones, iPads and other smartphone and tablet devices is double the national average. Generally these people access the internet quite frequently, to keep up with current affairs, shop, download music or films, to watch TV channels and the like.

These people enjoy the lifestyle that comes with living in larger cities where there are lots of people and opportunities to socialise & spend.

3.

Acorn Group E - Career Climbers

Index = 184
Area % = 11

These are younger people, singles, couples and families with young children. They live in flats, apartments and smaller houses, which they are sometimes renting and often buying with a mortgage, occasionally using a shared equity scheme. Usually these are in urban locations, frequently in London and large towns and cities across the country where the flats cost more than the national average price of a house.

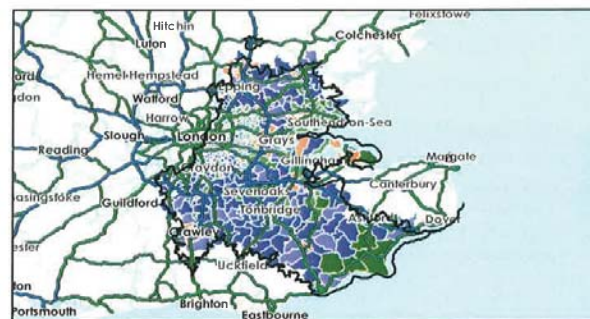
Overall they tend to have higher educational qualifications than average and incomes, reflecting the urban locations, and are well above average. A good proportion will be in white-collar occupations including both managerial and professional roles, some paying higher rate tax.

Although they are more likely than average to have some savings, investments and pensions provided by their employer others are more likely to have loans, perhaps the residue of student borrowing, and to have mortgage repayments. As a result the good jobs may not always reflect high disposable income and a few may even be having some difficulties with debt. The Career Climbers are more likely than many to switch provider of all forms of financial services.

Generally these people are confident users of new technology and frequent users of the internet. Ownership of smartphones, media players, tablet PCs and games consoles are likely to be above average.

They use the web to research purchases, read newspapers, buy and download music. They prefer marketing communications by email and dislike commercial contact on their phones, which are for social use.

MAP



Map data © 2013 Google
Customer data source: Acorn Group D - City Sophisticates
and other data: Acorn Group D - City Sophisticates
and other data: Acorn Group D - City Sophisticates
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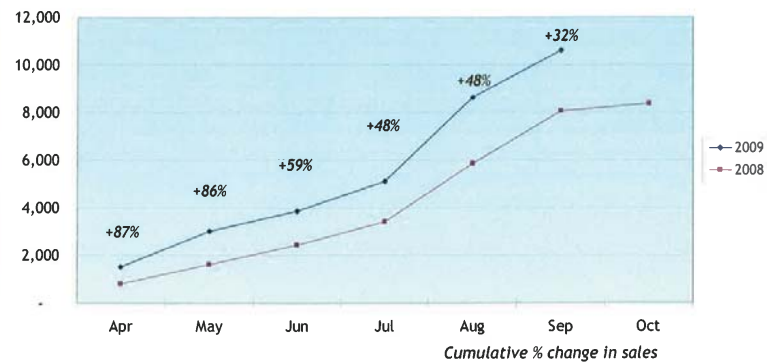
The map shows Postcode Sectors shaded according to their dominant Acorn Group

Appendix 4

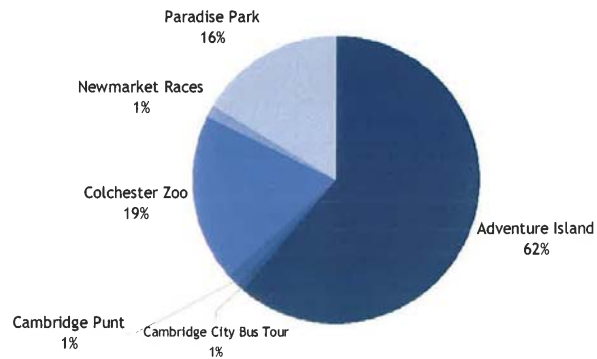
Let's Go Campaign Statistics - Interim Report

Travel by Train Offers

Sales of Travel by Train Offers



Travel by Train Offers



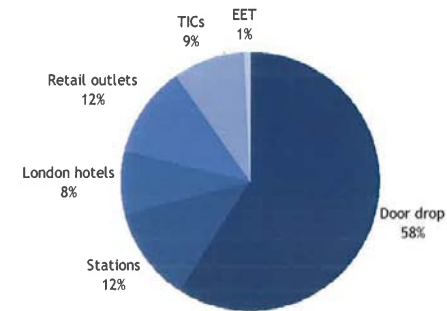
10 February 2010

Let's Go Campaign Statistics - Interim Report

Brochure Distribution

Brochure distribution	Spring edition	Summer edition	Autumn edition	TOTAL
Door drop	250,000	270,000	250,000	770,000
Stations	50,000	50,000	50,000	150,000
London hotels	24,000	56,000	24,000	104,000
Retail outlets	40,000	70,000	40,000	150,000
TICS	34,000	47,000	34,000	115,000
EET	2,000	7,000	2,000	11,000
TOTAL	400,000	500,000	400,000	1,300,000

Distribution Breakdown

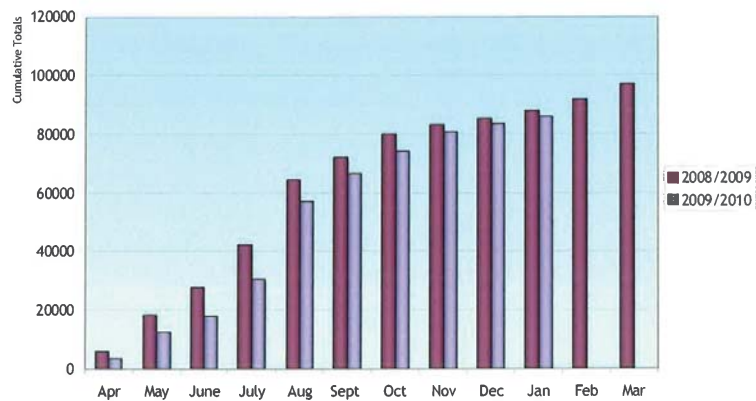


10 February 2010

Let's Go Campaign Statistics - Interim Report

Website Statistics

Website Visitors



Online Advertising

	Impressions Delivered	Click thrus	Click Thru Rate
Burst 1	2,739,558	1,189	0.04%
Burst 2	2,761,747	1,194	0.04%
Burst 3	3,474,878	1,552	0.04%
Burst 4	2,737,839	1,275	0.05%

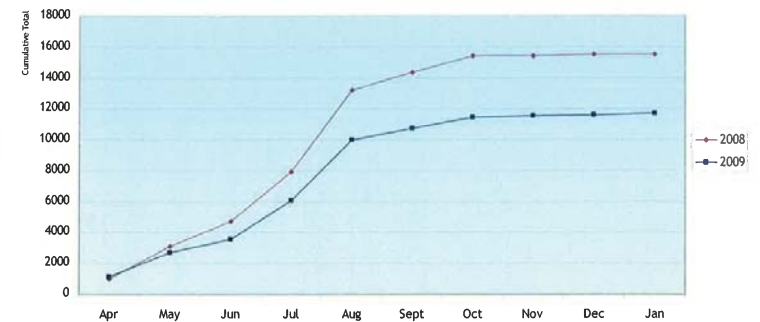
	Impressions Delivered	Click thrus	Click Thru Rate
Search/PPC activity	333,318	1,123	0.34%

10 February 2010

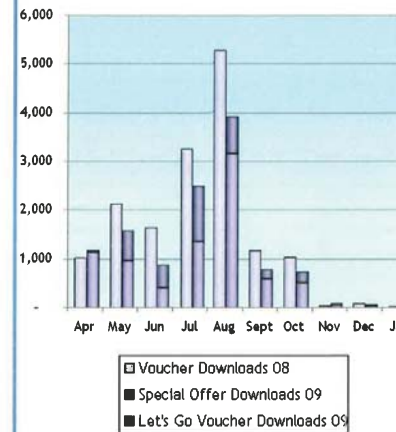
Let's Go Campaign Statistics - Interim Report

Website Actions - Voucher Downloads and Special Offers

Voucher Downloads



Website Offer Downloads



Origin (South East England)



10 February 2010

Let's Go Campaign Statistics - Interim Report



Total Number
of brochure
requests: 1,738

10 February 2010

Let's Go Campaign Statistics - Interim Report

Let's Go campaign results

	2006	2007	2008	2009
Additional passenger train journeys in the region	140,000	277,000	308,318	-
Percentage of additional leisure journeys over four-week period following summer direct mail activity	25%	16%	16%	-
Number of travel by train inclusive offers sold	8,500	10,170	8,953	10,367 Up to 2009/P09
Percentage of resulting visitors travelling by train	33.10%	36%	33%	38%
Tourism spend generated by train travellers alone (each Let's Go day trip visitor spends £28.14 per trip. Staying visitors spend an average of £45 per night)	£4,815,228	£4,912,040	£5,217,119	£7,398,402
Expenditure by train travellers spent on transport fares	£ 1,766,819.00	£ 1,812,542	£ 1,925,117	£ 2,730,010

Latest Let's Go campaign results (2009 campaign)

Likelihood of visiting an attraction as a direct result of downloading a voucher for 2 for 1 entry	Likely 37.3%	Very Likely 5.9%
Likelihood that information available on the website visiteastofengland.com/lets-go or the 2 for 1 offer had a direct influence your decision to travel by train	Possibly 25%	Definitely 62.5%

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— 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654,

Statement of Intent

It is the policy of SHL to safeguard the welfare of all children and young people by protecting them from all forms of abuse including physical, emotional, sexual, and neglect. This policy applies to all staff, including senior managers and the board of trustees, paid staff, volunteers and sessional workers, agency staff, students or anyone working on behalf of SHL

The purpose of this policy is:

- to protect children and young people who receive SHL's services. This includes the children of adults who use our services;
- to provide staff and volunteers with the overarching principles that guide our approach to child protection; SHL believes that a child or young person should never experience abuse of any kind. We have a responsibility to promote the welfare of all children and young people and to keep them safe. We are committed to practice in a way that protects them.

Legal framework

This policy has been drawn up on the basis of law and guidance that seeks to protect children, namely:

- Children Act 1989
- United Convention of the Rights of the Child 1991
- Data Protection Act 1998
- Sexual Offences Act 2003
- Children Act 2004
- Protection of Freedoms Act 2012
- Relevant government guidance on safeguarding children

Children and Young People's Charter

SHL has a Children and Young People's Charter which states:

- SHL is fully committed to the UN Convention on the 'Rights of Children'

- SHL will strive to ensure all its work and facilities are open to all children and young people of whatever race, religion, language, ability, opinion or family background
- SHL staff will treat children and young people with respect and consideration at all times
- SHL staff will listen and respond to the views of children and young people
- SHL will ensure that we have the skills to enable children and young people's participation and to support them to develop skills to be actively involved in decision making
- SHL will provide opportunities for young people to develop and be valued as creative practitioners in their own right
- Children, young people and their families will be made welcome throughout Dreamland
- SHL will employ staff who are committed to the rights of the child and ensure their suitability to work with children and young people
- SHL will actively promote positive attitudes towards children and young people
- SHL staff will be aware of the needs of children and young people and able to provide assistance to carers and their needs
- SHL facilities will be designed to be safe and easily accessible to all children and young people

We recognise that:

- the welfare of the child is paramount, as enshrined in the Children Act 1989
- all children, regardless of age, disability, gender, racial heritage, religious belief, sexual orientation or identity, have a right to equal protection from all types of harm or abuse
- some children are additionally vulnerable because of the impact of previous experiences, their level of dependency, communication needs or other issues
- working in partnership with children, young people, their parents, carers and other agencies is essential in promoting young people's welfare.

We will seek to keep children and young people safe by:

- valuing them, listening to and respecting them
- adopting child protection practices through procedures and a code of conduct for

staff and volunteers

- developing and implementing an effective e-safety policy and related procedures
- providing effective management for staff and volunteers through supervision, support and training
- recruiting staff and volunteers safely, ensuring all necessary checks are made
- sharing information about child protection and good practice with children, parents, staff and volunteers
- sharing concerns with agencies who need to know, and involving parents and children appropriately.

Procedures for Implementing the Policy

It is important that procedures are in place to ensure a speedy and effective response for dealing with concerns about the physical, sexual or emotional abuse of children and young people or their neglect. The procedures will help everyone to accept and recognise their responsibilities to develop awareness of the issues which cause children and young people harm. They will help to create a safe environment where children and young people can enjoy themselves.

Training for all Staff on Child Protection Issues

Appropriate training will be given to all SHL staff concerning Child Protection issues. KSCB (Kent Safeguarding Children Board) has designed a bespoke package for all SHL staff.

Designated Person

SHL will have at all times a designated Child Protection Officer whose role will be to:

- to receive information from anyone this policy apply to (see statement of intent) above
- to assess information promptly and carefully, clarifying or obtaining more information about the matter as appropriate.
- to consult initially with a statutory child protection agency to test out doubts or uncertainties.
- to make a formal referral to a statutory child protection agency or the police without delay.

Within participatory projects the leader of the group may be the first point of contact. They will be identifiable to children, parents and carers. Any information received by the project leader will be referred immediately to the designated person who will manage points 2 – 4 above in conjunction with the project leader.

How might you become aware of the actual or likely occurrence of abuse?

- A child or young person may tell you
- Someone else might report that a child or young person has told them or that they strongly believe that a child or young person has been or is being abused
- A child or young person might show some signs of physical injury for which there appears to be no satisfactory explanation
- A child or young person's behaviour may indicate to you that it is likely that she/he is being abused
- Something in the behaviour of another member of staff or a young person, or in the way a member of staff or young person relates to a child, alerts you or makes you feel uncomfortable in some way
- You might observe one child abusing another

How do you respond to signs or suspicions of abuse?

At any time anyone this policy apply to may be approached by a child or other adult alleging or disclosing abuse, or may see signs which lead them to suspect abuse.

In the case of participatory projects the project leader will be the designated contact for children and parents/carers. But other staff may be approached.

Any sign or suspicion of abuse should be recorded by the staff member using the check list in Appendix 2. This should be done immediately you suspect abuse.

It should then be reported immediately to the designated person who in conjunction with the staff member will make further records and notes about the issue and refer the matter to the appropriate authorities within 24 hours (see Appendix 3).

In the event of an allegation being made against an employee of SHL a Senior Management meeting will be called which may include Social Services and Kent Police. This meeting will determine further procedure. The meeting will be convened as soon as possible after the allegation is made. The Designated Person and Director of SHL will decide the course of action to be taken until the meeting is

convened in order to protect all parties, child, reporter and the staff member against whom the allegation has been made.

This may include temporary suspension of the staff member pending the meeting.

Confidentiality Policy

The Data Protection Act 1998 requires personal information to be obtained and processed fairly and lawfully and only disclosed in appropriate circumstances.

The Act allows for disclosure of information without consent of the subject in certain conditions, including for the purposes of the prevention or detection of crime, or the apprehension or persecution of offenders. The need to safeguard children from harm should be considered within these parameters.

Whistleblowing

SHL actively encourages the safety and well-being of children and young people, and a culture and environment which supports this.

SHL takes any suspicion, disclosure or allegation of abuse very seriously, and these procedures set out the supportive, confidential and professional nature of how suspicion, disclosure or allegation of abuse are reported both internally within SHL, and to the appropriate statutory authorities.

It is important that staff members and young people are aware of, and confident in using, these child protection procedures. Staff and young people should actively and openly discuss the issues within this document in order to ensure that we work in an environment where the systems of reporting are clear, and everyone feels comfortable in how to deal with suspicion, disclosure or allegation of abuse.

Anyone who has concerns that these procedures are not being implemented by senior officers within SHL can refer to the procedures set out in the University of Kent's Whistleblowing Policy. (link below)

<http://www.kent.ac.uk/governance/policies-and-procedures/whistleblowing.html>

Review

We are committed to reviewing our policy and good practice annually.

This policy was last reviewed on

Date:

Name:

Signature:.....

SHL Child Protection Policy (Appendix A)

A Written Code of Behaviour for SHL Staff

SHL has a Children and Young People's Charter which all staff should follow. It is shown in full at the beginning of the Child Protection Policy.

General Guidelines

- Everyone working with children should be sensitive to what is appropriate physical contact, both in general terms, and in relation to a specific individual. Staff need to be conscious of situations in which their actions, however well intended, could be misconstrued by others as harmful.
- Treat all young people with respect. Listen to them carefully.
- It is not good practice to spend unreasonable amounts of time alone with children away from others
- Always be publicly open when working with children. Avoid situations where a leader and individual child are completely unobserved.
- Children should never be left unattended or excluded from the group.
- If groups have to be supervised in dressing rooms, always ensure leaders, where possible, work in pairs, and also not enter changing rooms of the opposite sex.
- If a child or young person is injured whilst involved in SHL projects, the incident must be recorded on an accident report form.
- If a child or young person arrives for a SHL project session with an injury you should record this and get it countersigned by the parent or carer.
- It is not good practice to take children to your home where they will be alone with you, nor to offer them lifts home in your personal car if they will be alone with you.
- Be aware of and avoid using inappropriate language.
- Be aware of and avoid inappropriate physical contact.
- Challenge young people using inappropriate language

In Schools and Outreach Projects

- Do not accept help from pupils with the set or preparation.
- SHL staff and company members should stay in the performance and preparation area and avoid wandering around the school or outreach area.

- Only use the staff toilets – never the pupils toilets
- Make sure you use a private and, if possible, lockable changing area.
- Make sure language and conversation is appropriate
- Avoid being left alone with a single young person.
- Do not initiate any physical contact with pupils.
- Avoid getting involved in issues that arise amongst the pupils.
- If something a young person tells you leads you to suspect they are being abused you are obliged to report it to the lead SHL member of staff, company stage manager or head teacher.

SHL Child Protection Policy (Appendix B)

How to respond to a Child making an allegation of abuse

If a young person says or indicates that they are being abused, you should:

- stay calm so as not to frighten the young person
- reassure the child that they are not to blame and that it was right to tell
- listen to the child, showing that you are taking them seriously
- keep questions to a minimum so that there is a clear and accurate understanding of what has been said. The law is very strict and child abuse cases have been dismissed where it is felt that the child has been led or words and ideas have been suggested during questioning. Only ask questions to clarify
- inform the child that you have to inform other people about what they have told you. Tell the child this is to help stop the abuse continuing.
- safety of the child is paramount. If the child needs urgent medical attention call an ambulance, inform the doctors of the concern and ensure they are made aware that this is a child protection issue
- record all information
- report the incident to the Designated Officer (Nigel Avery) or Named Person (Liz Moran)

You should not:

- Quiz for more information
- Speculate or make assumptions
- Make promises that you cannot keep
- Voice negative judgements about the situation or abuser
- Promise that 'everything will be alright'
- Offer to keep it confidential

REMEMBER:

It is important that everyone in the organisation is aware that the first person who encounters a case of alleged or suspected abuse is not responsible for deciding

whether or not abuse has occurred. That is a task for the professional child protection agencies following a referral to them of concern about a child.

Notes for Completing the Report Form

This form should be used for recording any information about abuse. It should be used immediately you suspect abuse, abuse has been disclosed or abuse has been alleged.

The information should then be passed on to the Designated Person who will refer it to the appropriate authorities within 24 hours.

Information should include the following:

- the child's name, age and date of birth
- the child's home address and telephone number
- whether or not the person making the report is expressing their concern or someone else's
- the nature of the allegation, including dates, times and any other relevant information
- a description of any visible bruising or injury, location, size etc. Also any indirect signs, such as behavioural changes
- details of witnesses to the incidents
- the child's account, if it can be given, of what has happened and how any bruising/injuries occurred
- have the parents been contacted? If so what has been said?
- has anyone else been consulted? If so record details
- has anyone been alleged to be the abuser? Record detail

This information will be received by the designated person and stored securely.

FORM FOR REPORTING SUSPICIONS AND ALLEGATIONS OF ABUSE

ABOUT THE CHILD: Name of Child: Age & Date of Birth: Ethnicity: Religion: First Language: Disability: Any Special Info:		
REPORTER'S DETAILS: Name: Position: Address: Tel number:	ABOUT THE CARER: Name: Address: Tel number:	

ABOUT THE INCIDENT:

Brief description of what has prompted the concerns (include dates, times, etc of any specific incidents). Any physical signs? Behavioural signs? Indirect signs? Have you spoken to the child? If so what was said? Have you spoken to the parents? If so what was said? Has anyone been alleged to be the abuser? If so, give details. Have you consulted anybody else? If so, give details.

--

PLEASE COMPLETE AND SIGN:

Today's date:

Completed by:

Reporter's name:

Signature of reporter:

To whom reported and date of reporting:

Signed by Designated Person:

SHL Child Protection Policy (Appendix C)

On-Line Child Protection Guidance

Whilst using the internet educationally and recreationally can be highly beneficial it also brings dangers and risks to young people.

The areas of risk are:

- Child sex offenders – the Internet is an ideal medium for sex offenders. It provides them a forum to access children without letting their identity be known, access to child porn and contact to share information regarding children with other offenders.
- Children can be 'groomed' through chat rooms – sex offenders often talk to children pretending they are other children so they can organise to meet children at a later date. Children must be informed of the dangers of chat rooms.
- Unsuitable material for children – children can be exposed to pictures or written material which is pornographic, upsetting or offensive. Sometimes inoffensive materials is circulated which seems perfectly innocent such as pictures of children taking part in sports activities – children may wish to send pictures of themselves.
- Sex offenders do download this information and can locate a child through the club or project who has put the pictures on their website.
- Use of computers should be supervised at all times – not having a computer hidden in the corner and a firewall to be installed so children cannot access undesirable sites.

What should you do if you come across child pornography online?

If you come across any disturbing or obscene material on the net involving children you can report this to the Internet Watch Foundation. This is the watchdog organisation for the UK internet industry to get child pornography removed from the internet. Internet Watch Foundation Hotline: 08456 008844 or alternatively contact the NSPCC Child Protection Helpline 0808 800 5000.

Help Young People Surf in Safety

- Place the computer a place where others can see it rather than out of sight
- Search out positive and fun sites
- Talk with young people to agree the kind of sites they can visit. Check to make

- sure they stay within agreed limits
- Filtering software is available to screen out some inappropriate sites. But often
- sites and users can get around them so stay involved
- Tell young people not to give out personal details, including their name, address, telephone number, school or clubs they may attend to anyone over the net. If they arrange meetings make sure a parent or carer goes with them. Make sure they do not receive any gifts (electronic or otherwise) from strangers.
- Chat sites are open to misuse, make sure young people are cautious of strangers on-line as they are in the world outside. If they receive threats, obscene or threatening messages they should not respond. They should let you know and you can contact the service provider if appropriate.

Kids' Rules for Online Safety

- I will not give out personal information such as my address, telephone number, parents' work address/telephone number, or the name and location of my school without my parents' permission
- I will tell my parents right away if I come across any information that makes me feel uncomfortable.
- I will never agree to get together with someone I "meet" online without first checking with my parents. If my parents agree to the meeting, I will be sure that it is in a public place and bring my mother or father along.
- I will never send a person my picture or anything else without first checking with my parents.
- I will not respond to any messages that are mean or in any way make me feel uncomfortable. It is not my fault if I get a message like that. If I do I will tell my parents right away so that they can contact the service provider.
- I will talk with my parents so that we can set up rules for going online. We will decide upon the time of day that I can be online, the length of time I can be online, and appropriate areas for me to visit. I will not access other areas or break these rules without their permission
- I will not give out my Internet password to anyone (even my best friends) other than my parents
- I will be a good online citizen and not do anything that hurts other people or is

against the law.

SHL Child Protection Policy (Appendix D)

DESIGNATED CHILD PROTECTION PERSONS

The key contacts for Child Protection within Dreamland will be:

Contacts	Telephone number	Notes
SHL Child Protection Officer	TBA	TBA
Kent County Council Social Services Duty Social Worker	03000 411111	24hrs/7days a week
Police C.A.R.E Units	101 (non-emergency) 999 (emergency)	24hrs/7days a week Ask for Child Abuse Investigation Unit
NSPCC Help line	0808 800 5000	24hrs/7days a week
Child Line	0800 1111	24hrs/7days a week

SHL Child Protection Policy (Appendix E)

Photography policy

When taking photographs or videoing within Dreamland, SHL will endeavour to:

- Avoid revealing children's names, addresses or any other personal details in photograph captions.
- Use a parental permission form to obtain consent for a child to be photographed/videoed.
- Obtain child's permission to use their image.
- Only use images of children in suitable dress to reduce the risk of inappropriate use.
- Give written expectations of professional photographers or the press who are invited to an event, making clear the organisation's expectations of them in relation to child protection.
- Do not allow photographers unsupervised access to children.
- Do not approve photography sessions outside the event or at a child's home.
- If a child is named in any publication, then the photograph will not be used
- Images and videos must be clearly labelled and dated and the specific use agreed by those in the video/photograph noted. If they are to be used for a different purpose then new permission will be sought.
- Schools, youth clubs and other organisations usually have their own policies for consenting to photographs or videos of children and young people.
- Young people under a court order must not be identified through photographs or videos

SHL Release and Consent Form

SHL recognises the need to ensure the welfare and safety of all children.

In accordance with our child protection policy we will not permit photographs, video or other images of children and young people to be taken without the consent of the parents/carers and children.

SHL will follow the guidance for the use of photographs a copy of which is available from Nigel Avery, Designated Person and Child Protection Officer.

SHL will take all steps to ensure these images are used solely for the purposes they are intended. If you become aware that these images are being used inappropriately you should inform SHL immediately.

I consent to SHL photographing or videoing my child and any involvement myself in

Name of parent/carer:

Name of child:

Name of event:

Date:

Signature of parent/carer

1.

2.

Appendix 7 - Corporate and Social Responsibility Policy

CSR is defined as the integration of business operations and values, whereby the interests of all stakeholders including investors, customers, employees, the community and the environment are reflected in the company's policies and actions.

Commitment

We are committed to:

- Continuous improvement in our Corporate and Social Responsibility (CSR) strategy;
- Encouraging our business partners to strive for matching performance;
- Acting in a socially responsible way;
- Continually improving our performance and meeting all relevant legislation;
- Encouraging our staff to be mindful of the effect of their actions on any natural resource.

Purpose and Aims

The purpose of the policy is to make clear to all stakeholders what we mean by CSR and how we propose to work towards achieving it. The CSR policy applies throughout all of the Procurement Service and governs our approach to all our activities;

In implementing this policy we aim to:

- Be responsible;
- Be an exemplar of good practice.

Standards of business conduct

- We recognise that good CSR embraces all aspects of sustainable development and the way we affect people through our business operations;
- We will assess which social issues are of most relevance to the contract and decide at what stage in the procurement lifecycle this social policy could most effectively and legally be included;
- We shall operate in a way that safeguards against unfair business practices;
- We believe that a responsible approach to developing relationships between

companies and the communities they serve, global or local, is a vital part of delivering business success;

- When carrying out our business, in consultation with our customers, we will determine the environmental, social and economic issues;
- Our contracts will clearly set out the agreed terms, conditions and the basis for our relationship;
- We will continually review our policies and business practices to encourage engagement with small and medium enterprises and to promote the development of the regional supply chain.

Corporate Governance

- We will share and declare information on personal and corporate conflicts of interest and seek guidance from higher authority before acting;
- We are committed to ensuring that our business is conducted in all respects according to rigorous ethical, professional and legal standards;
- All the laws that regulate and apply will be complied with;
- We endeavour to ensure that stakeholders have confidence in the decision-making and management processes of the Procurement Service, by the conduct and professionalism of all staff. We do this by continually training and developing our staff;
- All groups and individuals with whom we have a business relationship will be treated in a fair, open and respectful manner;
- Competition will be reasonable and based upon the quality, value and integrity of the products and services being supplied;
- Feedback on performance will be actively sought, and we will continually review all activities to ensure best practice is observed at all times;
- We will allow our customers and vendors to give feedback on our performance and ensure that all customer comments are analysed, responded to and where appropriate, acted upon;
- An Action Plan will be developed to ensure continuous improvement is achieved.

Environment

- Our objective is to endeavour to reduce our impact on the environment through a

commitment to continual improvement;

- We will continue to work with our vendors to reduce their impact on the environment;
- We do assess production, use and disposal associated with the main goods we use;
- Our customers will be informed of the key issues involved in procurement so they can make informed purchases to reduce their impact on the environment;
- We will ensure that paper products used come from forests independently certified as well-managed according to the standards of the Forest Stewardship Council (FSC), or from recycled materials. All virgin paper products have been banned throughout the Company, environmental alternatives are used.

Human Rights

- We aim to support and respect the protection of internationally proclaimed human rights;
- Vendors are actively encouraged to observe international human rights norms within their work.

Equality and Diversity

- We aim to eliminate discrimination on any grounds and promote equality of opportunity in the supply chain;
- We will ensure that our customers and vendors are able to work together in confidence and be treated with respect by each party;
- Our range of contracts will take account of the needs of a diverse customer base.

Sustainability

- A Sustainable Procurement Policy will be maintained that will set out the principles, policies and procedures on which sustainable business activity within Company will be based.
- The policy will act as a prompt to staff to consider sustainability as a factor in all purchasing decisions;
- We seek to minimise the adverse environmental effects of people travelling to and from our offices.

Impact on Society

- We will take steps to understand how we can most effectively support the needs of the local community and implement initiatives accordingly;
- Our impact on the local and wider community will be understood and nurtured;
- Dialogue with local communities shall be encouraged for mutual benefit.

Ethics and Ethical Trading

- We will ensure clear visibility through our supply chains, so we know where all our products are made;
- Training will be provided to relevant people on environmental and social issues affecting our supply chains;
- We will ensure that vendors uphold the workplace standards and behaviours consistent with the Company's requirements.

Biodiversity

- We actively encourage the use of sustainable practices in the maintenance of the Company grounds and premises.

Vendors (Suppliers)

- Vendors will be worked with to help us achieve our policy aspirations in the delivery of our products and services;
- We shall encourage vendors to adopt responsible business policies and practices for mutual benefit;
- Vendors are regarded as partners and we will work with them to help us achieve our policy aspirations in the delivery of our products and services;
- A documented environmental and social assessment will be undertaken for every new contracted vendor;
- We are committed to ensuring that the welfare of workers and labour conditions within our supply chain meet or exceed recognised standards;
- Where necessary, we will exert procurement pressure to ensure that all of our vendors behave in a socially responsible way. This includes environmentally-friendly products and making sure that workers are treated properly;
- Where appropriate, our tender specifications include questions to reflect our desire

for sustainable procurement;

- We hold regular meetings with vendors to support these ideas;

We will continue to work with vendors to:

- Promote more environmentally friendly products and promote these to our customers;
- Reduce the amount of packaging and transit where possible;
- Implement schemes to take-back, recover, re-use and recycle products at the end of their use/life

Charitable Donations

- Our CSR policy will be to give
 - 1% of its profit (in the form of products),
 - 1% of its profits in the form of cash
 - 1% of its employees' time

Appendix 8 - Health and Safety

SHL is committed to do all that is reasonably practicable to provide a safe and healthy place of work for all employees.

SHL is committed to achieving appropriate standards of Health and Safety at work. The implementation of this Health and Safety Policy is the primary responsibility of the Senior Management team. Employees have an important part to play in creating and maintaining a safe and healthy environment, they also have a legal responsibility of care for their own health and safety and that of other persons who may be affected by their actions.

SHL will fulfil its responsibilities by taking steps to work in accordance with relevant health and safety legislation, approved codes of practice and good working practices. This will be achieved by:-

- a. Seeking at all times to provide safe working procedures, good working conditions and a healthy working environment.
- b. Ensuring that employees know of the potential hazards connected with the various activities undertaken by SHL and are aware of how to avoid the associated risks.
- c. Providing training and instruction to enable employees to perform their work safely and efficiently.
- d. Promoting the maximum individual attention and effort on the part of employees at all times to avoid and prevent accidents.

SHL is committed to the development and implementation of an effective safety management system and risk mitigation procedures. Using legal requirements as our minimum standard, we will strive to achieve best practice through continuous improvement.

Careful evaluation of all work activities by way of risk assessments will be undertaken in accordance with legal requirements. Copies of the risk assessments and risk control procedures will be contained in a separate health and safety manual, which will be held by all managers and is available for inspection by employees.

SHL will place particular emphasis on the responsibilities of employees to co-operate fully on health and safety matters. It is vital that employees pay due regard to undertaking all work activities in a way which is safe and does not present risks to their own safety or that of other persons, including visitors and fellow employees.

Details of safety rules for employees are contained in the protocol manual located in each department.

Responsibility

The overall responsibility for health and safety in the organisation belongs to:

Name	Tbc
Position	Managing Director [and the Board]

It is the responsibility of the above person to ensure that sufficient resources are available to ensure that the arrangements within this health and safety policy are carried out.

Delegated Responsibility for implementation

Delegated responsibility for ensuring this policy is implemented and monitored belongs to:

Name	Tbc
Position	Health and Safety Manager

Named Responsibilities

It will be the responsibility of all line managers in each area to assist in the delivery of the health and safety policy and ensure their duties and the duties of others are carried out diligently in support of the policy.

Responsibilities of Employees

It will be the responsibility of ALL employees to:

- a. To take reasonable care for their own health and safety and for the health and safety of others who may be affected by their acts or omissions.
- b. Co-operate with their managers and supervisors on all health and safety matters.

- c. To make proper use of all machinery, chemicals, safety devices and other equipment (including Personal Protective Equipment) provided for their health and safety.
- d. Not to interfere with or misuse anything provided in the interests of health, safety and welfare.
- e. Report all hazards, or concerns immediately to their manager or other appropriate person.
- f. To report any dangerous conditions, inadequately controlled risks and any incidents to heads of departments so that remedial action can be taken.
- g. To work in accordance with the safety rules and procedures established for SHL.

Administration of Health and Safety at Work

Introduction

This section sets out the systems and procedures that will be established to ensure satisfactory administration of health and safety at work at Dreamland. In establishing these procedures, due regard will be paid to the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999.

Health and Safety Legislation

The Health and Safety Manager will be responsible for ensuring that SHL is kept up to date with changes in health and safety at work legislation. Details of changes should be discussed with departmental managers.

When appropriate, SHL will obtain copies of new health and safety at work publications. These publications will be added to the basic library of health and safety publications held by the Health and Safety Manager.

Arrangements for Undertaking Risk Assessments

The responsibility for ensuring that suitable and sufficient risk assessments have been undertaken will be allocated to line managers.

Risk assessments will be carried out for all activities involving significant risk in accordance with the Management of Health and Safety at Work Regulations (1999).

Specific risk assessments will be carried out to assess the risks to young persons, pregnant women or unborn children.

Safety Training

Adequate instruction will be given to all employees on the safety systems and procedures relevant to their own work activities. Line managers will be responsible for ensuring that due regard is paid to the health and safety capabilities of employees when allocating work tasks.

Safety Notices and Communications

A copy of the General Statement of Policy on Health and Safety at Work will be displayed on appropriate notice boards. Also, the minutes of the latest health and safety committee meeting will be posted for the information of employees.

The Health and Safety Manager will be responsible for ensuring that all statutory and other safety notices and placards are displayed and will also co-ordinate safety campaigns, including the display of safety posters, where necessary.

Employees will be encouraged to report safety concerns to Departmental Managers/ Supervisors. Reporting of safety concerns is a legal responsibility placed on employees and SHL will ensure that all such reports receive due consideration.

Health and Safety Committee and Safety Representatives

SHL will recognise the important role played by safety representatives in ensuring that adequate standards of health and safety at work are achieved and maintained. Appropriate facilities will be made available to the health and safety representatives and adequate time will be allowed so that they can fulfil their functions successfully.

Regular meetings of the health and safety committee will be held and the membership of the health and safety committee will be as follows:-

- a. Head of Property
- b. Health and Safety Manager
- c. Health and Safety Representatives

The health and safety committee will meet on dates set by the committee chairman (tbc). Minutes of the meetings will be circulated to members of the health and safety committee with additional copies displayed on appropriate notice boards.

Disciplinary Procedures

As part of ensuring that employees adhere to the health and safety rules and procedures established by the company, the disciplinary procedure will apply to health and safety at work matters.

Any employee, irrespective of seniority, failing to follow established safety standards and procedures will be liable to disciplinary action. This will include first formal warning, and other appropriate disciplinary measures. Records will be kept of all disciplinary warnings and the HR Manager will be responsible for ensuring the correct and consistent application of disciplinary procedures to safety matters.

Records and Registers

The departmental manager for each area will be responsible for keeping necessary records. Each departmental manager should ensure that all the records for which they are responsible are kept up to date and all safety posters and safety notices are not defaced and are kept clearly visible.

The Health and Safety Manager will have responsibility for the safety records that relate to the site as a whole. He/she will be responsible for fulfilling their own record keeping obligations and will also be responsible for auditing other records on a routine basis. Failure to maintain adequate records is a serious matter that will be subject to disciplinary action in appropriate cases.

Records will be kept up to date and distributed to appropriate personnel for completion and/or for information, as applicable. In particular, the Head of Property will retain relevant records, including the following:

- a. Examination and test of portable electrical equipment
- b. Examination and test of hoists and lifting machines
- c. Fire and dangerous animal escape drills
- d. First Aid training
- e. Food hygiene training
- f. Inspection of fire extinguishers
- g. Inspection of electrical installation
- h. Issue of Personal Protective Equipment
- i. Record of water checks and treatments
- j. Record of fire training
- k. Fire alarm testing
- l. Training in use of Personal Protective Equipment

- m. Waste disposal records
- n. Pest control records

Fire Safety Standards

The Health and Safety Manager will have overall responsibility for fire safety at work, including organising fire drills, organising testing of fire alarms, checking fire extinguishers and ensuring full compliance with the fire certificate.

Only the appointed fire marshals are trained and authorised to use fire fighting equipment, including hoses and fire extinguishers. Due regard should always be paid to training in use and personal safety when tackling a fire.

First Aid at Work

Nominated persons will be trained as qualified first aiders, in particular, departmental managers and supervisors will be encouraged to train as first aiders.

First aiders should ensure that all accidents and first aid treatments are recorded in accordance with company procedures.

A list of current first aid personnel will be posted at Reception and the Health and Safety Manager will also keep a copy. He/she will also ensure that refresher training of first aid personnel takes place, as appropriate.

Accident and First Aid Procedures

It will be the responsibility of the first aider providing first aid treatment to ensure that details of the treatment are recorded. Employees are obliged to report every injury (no matter how minor) to a first aider for treatment.

Details of first aid incidents will be recorded and will be analysed by the Health and Safety Manager on at least a monthly basis. The Health and Safety Manager will be responsible for ensuring adequate investigation of all accidents, after discussion with the Head of Property when appropriate.

In the event of a serious injury, the Health and Safety Manager should be advised as soon as possible. He/she will be responsible for the completion of RIDDOR paperwork and follow up action where appropriate.

Accident investigation will be undertaken in the case of every accident that is reportable to the Health and Safety Executive. The Health and Safety Manager may, at their discretion, initiate a more detailed investigation of certain accidents. He/she will invite appropriate persons to assist in the investigation, so that the circumstances

of the accident can be established and necessary actions taken to prevent a recurrence.

Appendix 9 - Equal Opportunities Policy

Overview

SHL is committed to equal opportunities to maintaining a working environment free from discrimination, victimisation, harassment and bullying.

In all aspects of employment, SHL's aim is to ensure that all applicants, employees and workers receive equal treatment irrespective of their sex, marital or civil partnership status, sexual orientation, gender reassignment, race, colour, ethnic or national origins, religion or belief, disability or age ("the Protected Characteristics").

Fixed-term and part-time workers are also protected from being treated less favourably than their permanent full-time counterparts and SHL is committed to parity of treatment. This policy has been approved by the SHL's board who vigorously endorse the principles of non-discrimination.

Unlawful discrimination, victimisation, harassment and bullying will not be tolerated by SHL and those responsible for any such action or any other breach of this policy may be subject to disciplinary proceedings under SHL's disciplinary procedure (up to and including summary dismissal) and may also be personally liable for their unlawful conduct. In some cases, this may include a criminal liability.

This policy does not have contractual effect and is given by way of guidance only. The policy is not exhaustive. SHL reserves the right to amend or replace this policy at any time. The policy applies to all persons working for us, whether as employee, self-employed or casual worker, full or part time, paid or unpaid or on any other basis.

Policy

The laws prohibiting discrimination in the workplace affect all SHL's employment decisions. SHL will not discriminate against any person working for us or involved with our business (whether as customer, supplier or otherwise) because of any of the Protected Characteristics nor do we allow any member of staff to discriminate because of any of the Protected Characteristics.

This includes but is not limited to decisions relating to job advertisements, recruitment and selection, transfers and promotions, training and development, salary, health and safety, benefits, disciplinary and grievance issues, termination of employment and severance terms.

SHL will seek to monitor its employment practices regularly, whether formally or informally, to identify and eliminate any potentially discriminatory practices. All members of staff working for us will be expected to comply with the principles of non-discrimination set out in this policy and in law. SHL will aim to provide managers and other members of staff with equal opportunities training. When recruiting members of staff, SHL may also request and/or record data relating to the Protected Characteristics to assist compliance with this policy

All workers should treat each other with equal respect. Staff will be responsible not only for their own actions but to ensure that the actions of others do not breach the spirit and intent of this policy and the anti-discrimination legislation. Any discriminatory act should be reported immediately to the HR department and failure to do so may render staff liable to disciplinary action.

There are two broad categories of discrimination under UK legislation: direct and indirect discrimination.

Direct Discrimination

Direct discrimination occurs when a person or group is treated less favourably because of their sex, marital or civil partnership status, sexual orientation, gender reassignment, race, colour, ethnic or national origins, religion or belief, disability or age ("the Protected Characteristics").

Indirect Discrimination

Indirect discrimination occurs where a provision, criterion or practice, which may appear neutral and to apply equally to all, in fact puts a certain group of workers at a disadvantage in comparison to other workers.

It is also possible to discriminate against another because of a third party's Protected Ground (Associative discrimination) and on the ground of perception (for example, the perceived sexual orientation of another). Discrimination can still take place even after employment has ended.

Disability

Disabled workers have special protection under the law, including an employer's duty to make reasonable adjustments to their job where appropriate.

If you consider that you may be disabled within the meaning of UK disability legislation, you should notify the HR Department.

SHL will discuss with you whether you are able to fulfil your proposed duties and whether there are any adjustments that could reasonably be made to your job or working environment to enable you to carry out your proposed duties effectively. SHL may also ask a medical advisor to assist in these matters.

Religion and Beliefs

Where you consider that your religious or other beliefs impact on your job or your ability to carry out your job in a particular way, you should discuss this with the HR department, which will, where appropriate, ascertain whether your concerns can be accommodated.

Managerial Responsibility

The responsibility for ensuring effective implementation and compliance with the policy will rest with Directors and the management team. The Directors and Managers shall ensure that they and their staff operate within the policy and arrangements, and that all reasonable and practical steps are taken to avoid discrimination. Each member of the management team will ensure that:

- a. All staff have read and understood the policy and the reasons for the policy;
- b. Appropriate action is taken should any discriminatory practice be brought to your attention.

Responsibility of Staff

The attitudes of all staff members are crucial to the successful operation of fair employment practices. In particular, all staff members should:

- c. Comply with the policy.
- d. Not discriminate in their day to day activities or encourage others to do so.
- e. Not victimise, harass or intimidate individuals or groups on the grounds specified in this policy.
- f. Inform their manager if they become aware of any discriminatory practice.

Complaints Procedure

This procedure contains an informal and formal route and applies to complaints relating to discrimination or victimisation because of any of the Protected Characteristics. If you believe that any such form of discrimination or victimisation, is

taking place, you must follow this complaints procedure. The route you choose may depend on the seriousness of your complaint and how you would like the matter to be dealt with.

It is in your interest to present any complaint promptly, to enable action to take place as soon as possible. You will be asked to substantiate the complaint with any evidence or examples you have. Any complaint made under this procedure will be handled by SHL sensitively, discreetly and confidentially.

Informal Procedure

If you believe that you are suffering discrimination, victimisation, harassment or bullying, you should, if possible, attempt in the first instance to resolve the issue with the person whom you believe is responsible for such treatment. You may inform him or her in writing or verbally, that you consider his or her conduct is unacceptable and must stop. You are advised to keep a written record of the events, dates and any relevant documentation from the outset.

If for any reason, you feel you cannot raise the matter directly with the person concerned, you are encouraged to contact your line manager, who will discuss the matter with you. If your line manager is directly involved or you feel uncomfortable discussing this matter with him or her for whatever reason, you may prefer to approach the HR Department on an informal basis.

If the complaint is upheld even at this informal stage depending on the seriousness and the nature of the complaint, SHL may take disciplinary action in relation to the individual(s) responsible for the treatment.

Formal Procedure

If you wish to pursue the matter formally, you will be asked to make a formal complaint under the SHL grievance procedure. Even if you decide not to take the matter further, SHL may have a duty towards other employees to investigate the matter fully.

Where a complaint has been made, SHL will initiate an investigation as soon as practicable, to determine whether or not disciplinary action should be taken under the disciplinary procedure.

If your complaint is well-founded, disciplinary action may be taken against the individual(s) accused of discrimination, victimisation, harassment or bullying (up to and including summary dismissal).

If your complaint is not well-founded, SHL will advise you accordingly.

The HR Department will keep a record of your complaint, the investigation, the conclusion and any subsequent action taken.

Appeals

If you are dissatisfied with the outcome of your complaint raised under this policy, or with the way in which it was handled, you may present an appeal in accordance with SHL's grievance policy.

Appendix 10 – Paul Gogarty Communications

PAUL GOGARTY | COMMUNICATIONS

PR Proposal for Dreamland, Margate

Relevant professional experience.

Journalism: Paul Gogarty was Chief Travel Writer at the Daily Telegraph for a decade, a regular presenter for three years on BBC 1's Holiday Programme and former travel editor at Woman and Home and Cosmopolitan.

He has appeared in the travel sections of virtually all the national newspapers and numerous national magazines and is a regular radio show travel expert for programmes such as Radio 4's Travellers' Tree, Breakaway, etc.

His most recent travel book, *The Coast Road*, was a journey round the entire coast of England and so he knows intimately all the resorts and attractions that Margate and Dreamland compete with.

UK Travel Consultant/PR: PG Comms has far exceeded targets on contracts with Essex, County Durham, Northumberland, Newcastle Gateshead Initiative and Visit Norfolk.

Paul has been working with Nick Conington and the Sands hotel since November 2013. Over the first six months working with Nick he has secured visits/ coverage in: The Times, the Independent, The Sun, Evening Standard, Waitrose mag, Huffington Post, Bird Watching magazine, Good Housekeeping + online media worth in the region of £250,000 in Advertising Value Equivalent (AVE).

Relationship with Margate: Paul is a big fan! He wrote about it in his book *The Coast Road* (Portico Books) and has written travel features on the resort for the Guardian and Daily Express among others.

Why Paul Gogarty Communications?

Paul created Paul Gogarty Communications (www.paulgogartycommunications.co.uk) in 2007 because he had been largely unimpressed with travel PR whilst on the receiving end as a journalist and because he wanted to offer something different. Because of his background, he has the journalist nous to be able to translate a client's needs into the needs of journalists and also has an unbeatable national journalist contact book (many of the top writers and editors are personal friends rather than mere acquaintances).

Aims:

The primary aim will be to provide major national media coverage for Dreamland that helps enhance Margate as a cool destination in the manner that Southwold managed to majorly reinforce its arty and stylish image with the opening of its new pier and amusements in 2001.

Through the publicity generated, we would:

- Reawaken the emotion and engage the nostalgia in all those who visited Dreamland in the past.
- Enhance and inform perceptions of Dreamland and Margate as a place to visit for singles, couples and families and also as an events destination.
- Through the publicity positively impact on Margate and the wider region's profile – establishing a meaningful cooler, innovative, more aspirational brand image
- To increase the volume (number) and value (spend) of visitors to Margate.

How PG Comms would promote Dreamland.

To achieve the above aims, a multi-pronged approach would be employed:

Hitting the Round Ups. Sending in Dreamland entries when features are being compiled such as 'Great family days out' or 'Best UK Theme Parks', 'Best Seaside Restaurants' etc. Many of the top journalists let Paul know when they are compiling roundups. PG Comms also subscribes to TravMedia alerts where journalists post their requirements for roundups they are working on. Appearing in roundups regularly will provide the 'dripping tap' effect of keeping Dreamland in the news before and after the opening.

Press Trips. We would envisage two phases of visits for full features in the media.

Initially we'd invite national print, radio and TV down during the soft-opening period to maximize coverage of Dreamland Heritage Theme Park as it opens.

Following the opening, we would work up niche story lines for features in food, history, days out and lifestyle mags and also pitch ideas to the top freelance journalists in these fields. This would again ensure Dreamland and Margate stays positively in the news after the opening.

Events & Educational trips: Another avenue pursued would be contacting educational media such as Primary Times, Times Educational Supplement etc targeting educational school visits over the shoulder/quieter periods. We would also target events organizer periodicals with a view to securing further group bookings.

Raising general awareness of Dreamland and Margate Paul attends all the major travel functions in London and also constantly has one-to-ones with major writers and editors during which he will make them aware that Margate is the new cool place to be and now has a unique Heritage Theme Park to challenge the better known UK destinations.

Further information: Paul Gogarty – paul.gogarty@hotmail.com; 020 8883 3985; 0781 806 7906; www.paulgogartycommunications.co.uk

Yorkshire's Magnificent Attractions
Exit Survey 2013

Yorkshire Wildlife Park

Tables: 2009 – 2013 Results

December 2013



Yorkshire's Magnificent Attractions Exit Survey 2013
Yorkshire Wildlife Park

2009 – 2013 Results

Introduction

- Face to face survey of 430 visitors to Yorkshire Wildlife Park during 2013.
- Comparison with previous years exit surveys with approximately 79 visitors during 2009 and 400 visitors during 2010, 2011 and 2012.
- Where results do not sum to 100 this may be due to multiple responses or computer rounding.
- Where base figures are lower than 10, responses are depicted in numbers only.
- An asterisk (*) denotes a value of less than one percent, but greater than zero.
- Results are based on all respondents answering each question, not stated are excluded from the base size.

Have you visited Yorkshire Wildlife Park before?

	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B396,C400,D415,E430)										
Yes	15	19	128	32	287	72	306	74	277	64
No	63	81	268	68	113	28	109	26	153	36

If yes, when did you last visit?

	2010 (A)		2011 (B)		2012 (C)		2013 (D)	
	No.	%	No.	%	No.	%	No.	%
Base: (A125,B283,C306,D275)								
This year	39	31	17	6	20	7	27	10
Last year	86	69	160	57	98	32	168	61
2 years ago	-	-	70	25	163	53	75	27
3 or more years ago	-	-	36	13	25	8	5	2

Who did you visit Yorkshire Wildlife Park with today?										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B381,C379,D411,E430)										
Family party including children	69	91	232	61	238	63	293	71	323	75
Non-family party including children	5	7	19	5	42	11	27	7	41	10
Organised group	-	-	43	11	5	1	1	*	1	*
One other adult	-	-	26	7	8	2	20	5	30	7
Adult party	2	3	61	16	84	22	70	17	34	8
Alone	-	-	1	*	2	*	-	-	1	*

Please can you tell us the age of all the other members of your party?										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A210,B1735,C1857,D2134,E1860)										
0 – 2	28	13	50	3	95	5	154	7	113	6
3 – 5	58	28	254	15	341	18	430	20	322	17
6 – 10	31	15	252	15	266	14	273	13	275	15
11 – 15	7	3	126	7	105	6	86	4	96	5
16 – 24			76	4	53	3	31	1	76	4
25 – 34	72	34	207	12	138	7	277	13	232	12
35 – 44			387	22	437	24	525	25	455	24
45 – 54			233	13	269	14	242	11	156	8
55 – 64	12	6	93	5	119	6	95	4	48	3
65 +	2	1	57	3	34	2	21	*	87	5

Which of these best describes your visit?										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B395,C397,D415,E430)										
A day trip from home	72	92	390	99	388	98	402	97	416	97
Part of an overnight stay	2	3	1	*	6	2	8	2	3	*
Part of a 2 – 3 night holiday	2	3	1	*	1	*	-	-	1	*
Part of a 4+ night holiday	2	3	3	*	2	*	5	1	10	2

Where are you staying?										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
Base: (A6,B5,C9,D13,E14)	No.		No.		No.		No.	%	No.	%
Hotel	-		2		7		3	23	3	21
B&B	-		-		-		-	-	3	21
Campsite / Caravan site	2		1		1		-	-	4	29
With friends / relatives	4		2		1		10	77	4	29

What is the main form of transport you used to visit Yorkshire Wildlife Park today?

	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B398,C398,D416,E429)										
Car	78	100	359	90	395	99	413	99	416	97
Bus	-	-	30	8	3	*	3	*	10	2
On foot	-	-	2	*	-	-	-	-	1	*
Coach / Mini bus	-	-	5	1	-	-	-	-	1	*
Motorhome	-	-	2	*	-	-	-	-	-	-
Train	-	-	-	-	-	-	-	-	1	*

How far did you travel to visit Yorkshire Wildlife Park today?

	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B399,C399,D416,E430)										
5 miles or less	6	8	17	4	14	4	4	1	16	4
6 – 10 miles	18	23	35	9	38	10	22	5	20	5
11 – 20 miles	27	35	137	34	172	43	177	43	153	36
21 – 50 miles	22	28	191	48	141	35	186	45	214	50
51 – 100 miles	4	5	19	5	33	8	27	7	27	6
More than 100 miles	1	1	-	-	1	*	-	-	-	-

How long have you spent here today?

	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B396,C400,D415,E430)										
Less than 1 hour	2	3	3	*	1	*	-	-	-	-
1 or more but less than 2 hours	3	4	1	*	2	*	1	*	10	2
2 or more but less than 3 hours	21	27	51	13	67	17	42	10	36	8
3 or more but less than 4 hours	43	55	122	31	172	43	254	61	252	59
4 or more but less than 5 hours	9	12	219	55	158	40	118	28	90	21
5 hours or more	-	-	-	-	-	-	-	-	42	10

When did you decide to visit Yorkshire Wildlife Park?

	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B396,C398,D414,E430)										
Today, before you left	12	15	40	10	18	5	7	2	24	6
Today, en route	-	-	-	-	-	-	-	-	2	*
Yesterday	35	45	90	23	60	15	56	14	62	14
Earlier this week	30	39	186	47	295	74	315	76	296	69
More than a week ago	1	1	47	12	23	6	31	8	37	9
More than a month ago	-	-	33	8	2	*	5	1	9	2

Where do you look for information about attractions to visit when you're planning a day out?										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A167,B382,C396,D414,E430)										
Attraction's leaflet	29	37	96	25	169	43	197	48	194	45
Poster (indoor)	1	1	2	*	2	*	2	*	-	-
Newspaper	21	27	4	1	2	*	4	1	-	-
TV (advertisement)	11	14	7	2	3	*	6	1	1	*
Attraction's website	36	46	271	71	196	50	282	68	341	79
Other website	26	30	7	2	19	5	18	4	83	19
Social networking (i.e. Facebook, Twitter)	-	-	-	-	-	-	8	2	11	3
Trip Advisor or similar site with customer recommendations	-	-	-	-	-	-	14	3	8	2
Email or Newsletter	-	-	-	-	-	-	13	3	-	-
Bus advertising	1	1	-	-	1	*	2	*	1	*
Promotional / discounted offers	4	5	4	1	12	3	3	*	4	*
Word of mouth	35	45	99	26	197	50	185	45	193	45

Other online advertising	3	4	6	2	9	2	14	3	3	*
Road signs	-	-	1	*	-	-	3	*	12	3

Have you seen Yorkshire's Magnificent attractions Leaflet or website?						
2009	Yes		No		Don't know	
	No.	%	No.	%	No.	%
Base (78)						
Yorkshire's Magnificent Attractions Leaflet	35	45	37	47	6	8
Yorkshire's Magnificent Attractions website	41	53	32	41	5	6

Have you seen Yorkshire's Magnificent attractions Leaflet or website?						
2010	Yes		No		Don't know	
	No.	%	No.	%	No.	%
Base						
Yorkshire's Magnificent Attractions Leaflet (397)	73	18	318	80	6	2
Yorkshire's Magnificent Attractions website (398)	186	47	204	51	8	2

Have you seen Yorkshire's Magnificent attractions Leaflet or website?						
2011	Yes		No		Don't know	
	No.	%	No.	%	No.	%
Base (400)						
Yorkshire's Magnificent Attractions Leaflet	137	34	263	66	-	-
Yorkshire's Magnificent Attractions website	127	32	273	68	-	-

Have you seen Yorkshire's Magnificent attractions Leaflet or website?						
2012	Yes		No		Don't know	
	No.	%	No.	%	No.	%
Base (415)						
Yorkshire's Magnificent Attractions Leaflet	153	37	262	63	-	-
Yorkshire's Magnificent Attractions website	218	53	197	48	-	-

Have you seen Yorkshire's Magnificent attractions Leaflet or website?						
2013	Yes		No		Don't know	
	No.	%	No.	%	No.	%
Base (430)						
Yorkshire's Magnificent Attractions Leaflet	113	26	317	74	-	-
Yorkshire's Magnificent Attractions website	162	38	268	62	-	-

<i>What made you choose to visit Yorkshire Wildlife Park?</i>										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
<i>Base: (A78,B398,C400,D415,E427)</i>										
Word of mouth recommendation	54	69	231	58	268	67	261	63	118	28
Been previously	6	8	35	9	254	64	232	56	190	45
Child has been on a school visit	2	3	8	2	6	2	-	-	6	1
Attended corporate event	1	1	-	-	-	-	-	-	3	*
Promotion / Discount voucher / pass	1	1	17	4	3	*	6	1	2	*
Publicity (advert / brochure / website)	30	39	184	46	74	19	47	11	99	23
Part of an organised trip / visit	-	-	2	*	-	-	15	4	6	1
Saw road signs	-	-	-	-	-	-	6	1	7	2
Thought it would make a good day out for the children / grandchildren	23	30	33	8	-	-	1	*	70	16
New attraction	-	-	-	-	-	-	1	*	-	-

Special exhibition / event	-	-	2	*	-	-	-	-	-	-
Social Networking (i.e Facebook/Twitter)	-	-	-	-	8	2	4	1	2	*
Good reputation	3	4	10	3	17	4	34	8	64	15

Where, if anywhere, did you see publicity about Yorkshire Wildlife Park prior to your visit today?								
	2010 (A)		2011 (B)		2012 (C)		2013 (D)	
	No.	%	No.	%	No.	%	No.	%
Base: (A397,B400,C414,D430)	89	22	126	32	130	31	75	17
Yorkshire Wildlife Park leaflet								
Poster (indoor)	1	*	6	2	3	*	1	*
Billboards / Outdoor advertising	1	*	2	*	1	*	-	-
Newspaper	3	*	1	*	4	1	3	*
TV (advertisement)	8	2	33	8	18	4	26	6
TV (News report / programme)	19	5	-	-	-	-	4	*
Yorkshire Wildlife Park website	237	60	134	34	200	48	176	41
Other website	9	2	15	4	6	1	8	2
Bus advertising	-	-	1	*	-	-	1	*
Word of mouth	141	36	157	39	114	28	80	19
Road signs	-	-	-	-	3	*	8	2

Email	1	*	-	-	-	-	1	*
Radio	1	*	1	*	-	-	2	*
Did not see any publicity	18	5	90	23	115	28	152	35

Have you visited the Yorkshire Wildlife Park website?									
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)
	No.	%	No.	%	No.	%	No.	%	No.
Base: (A78,B398,C395,D416,E430)									
Yes	51	65	310	78	156	40	238	57	210
No	27	35	88	22	239	61	178	43	220
									51

Would you like to be able to book for all attractions you visit online?									
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)
	No.	%	No.	%	No.	%	No.	%	No.
Base: (A75,B391,C398,D415,E424)									
Yes	44	59	238	61	199	50	221	53	208
No	31	41	123	32	79	20	32	8	60
Don't know	-	-	30	8	120	30	162	39	156
									37

Would you visit Yorkshire Wildlife Park again?									
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)
	No.	%	No.	%	No.	%	No.	%	No.
Base: (A78,B395,C397,D415,E430)									
Yes	77	99	385	98	396	100	411	99	427
No	1	1	9	2	1	*	3	*	1
Don't know	-	-	1	*	-	-	1	*	2

Would you recommend Yorkshire Wildlife Park to others?									
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)
	No.	%	No.	%	No.	%	No.	%	No.
Base: (A78,B399,C400,D416,E430)									
Yes	77	99	396	99	399	100	412	99	429
No	1	1	2	*	1	*	4	1	-
Don't know	-	-	1	*	-	-	-	-	1

<i>How satisfied are you with your visit today?</i>										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
<i>Base: (A78,B399,C400,D416,E430)</i>										
Very satisfied	59	76	364	91	329	82	404	97	374	87
Satisfied	18	23	34	9	70	18	12	3	54	13
Neither	1	1	-	-	1	*	-	-	2	*
Dissatisfied	-	-	1	*	-	-	-	-	-	-
Very dissatisfied	-	-	-	-	-	-	-	-	-	-

<i>How would you rate the following aspects of your visit today?</i>										
2009	Very good		Good		Neither		Poor		Very poor	
	No.	%	No.	%	No.	%	No.	%	No.	%
<i>Base: (78)</i>										
Content of the attraction / exhibits	61	78	17	22	-	-	-	-	-	-
Value for money	35	45	37	47	4	5	2	3	-	-
Helpfulness of staff	46	59	32	41	-	-	-	-	-	-
Cleanliness of attraction / toilets	60	77	18	23	-	-	-	-	-	-
Parking	56	72	21	27	1	1	-	-	-	-
Ease to find (brown tourist road signs)	45	58	27	35	6	8	-	-	-	-
Finding your way around the attraction	47	60	31	40	-	-	-	-	-	-
Accessibility (disabled access / Buggies)	38	49	37	47	3	4	-	-	-	-

How would you rate the following aspects of your visit today?									
2011	Very good		Good		Neither		Poor		Very poor
Base:	No.	%	No.	%	No.	%	No.	%	No.
Content of the attraction / exhibits (399)	301	75	98	25	-	-	-	-	-
Value for money (400)	256	64	144	36	-	-	-	-	-
Helpfulness of staff (400)	243	61	157	39	-	-	-	-	-
Cleanliness of attraction / toilets (399)	260	65	139	35	-	-	-	-	-
Parking (400)	254	64	143	36	1	*	2	*	-
Ease to find (brown tourist road signs) (400)	236	59	151	38	9	2	4	1	-
Finding your way around the attraction (400)	273	68	126	32	1	*	-	-	-
Accessibility (disabled access / Buggies) (398)	273	69	125	31	-	-	-	-	-

Visitor experience (i.e. number of people, length of queues) (399)	284	71	115	29	-	-	-	-	-
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How would you rate the following aspects of your visit today?									
2012	Very good		Good		Neither		Poor		Very poor
Base:	No.	%	No.	%	No.	%	No.	%	No.
Content of the attraction / exhibits (416)	344	83	72	17	-	-	-	-	-
Value for money (416)	297	71	117	28	2	*	-	-	-
Helpfulness of staff (415)	275	66	140	34	-	-	-	-	-
Cleanliness of attraction / toilets (416)	304	73	110	26	2	*	-	-	-
Parking (416)	335	81	81	20	-	-	-	-	-
Ease to find (brown tourist road signs) (415)	338	81	73	18	3	*	1	*	-
Finding your way around the attraction (416)	332	80	84	20	-	-	-	-	-
Accessibility (disabled access / Buggies) (416)	275	66	131	32	10	2	-	-	-

Visitor experience (i.e. number of people, length of queues) (415)	264	64	133	32	18	4	-	-	-
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<i>How would you rate the following aspects of your visit today?</i>										
2013	Very good		Good		Neither		Poor		Very poor	
Base:	No.	%	No.	%	No.	%	No.	%	No.	%
Content of the attraction / exhibits (430)	340	79	90	21	-	-	-	-	-	-
Value for money (430)	181	42	236	55	12	3	1	*	-	-
Helpfulness of staff (430)	224	52	204	47	2	*	-	-	-	-
Cleanliness of attraction / toilets (430)	235	55	186	43	9	2	-	-	-	-
Parking (430)	249	58	162	38	16	4	3	*	-	-
Ease to find (brown tourist road signs) (429)	278	65	141	33	8	2	2	*	-	-
Finding your way around the attraction (430)	274	64	154	36	1	*	1	*	-	-
Accessibility (disabled access / Buggies) (430)	226	53	173	40	31	7	-	-	-	-

Visitor experience i.e. number of people, length of queues (430)	215	50	183	43	15	4	17	4	-	-
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<i>Have you visited the shop today?</i>										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
Base: (A78,B399,C399,D416,E430)	No.	%	No.	%	No.	%	No.	%	No.	%
Yes	61	78	291	73	311	78	282	68	348	81
No	17	22	108	27	88	22	134	32	82	19

If yes, did the shop meet your expectations?										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A61,B289,C309,D279,E355)										
Exceeded expectations	6	10	3	1	2	*	8	3	6	2
Met expectations	51	84	273	95	303	98	266	95	335	94
Fell below expectations	4	7	13	5	4	1	5	2	14	4

Have you visited the café / restaurant today?										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B398,C400,D414,E430)										
Yes	63	81	245	62	272	68	236	57	187	43
No	15	19	153	38	128	32	178	43	243	57

If you did not visit the café / restaurant, why was this?										
	2009 (A)		2010 (B)		2011(C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A15,B129,C120,D416,E240)										
Quality of food	-	-	2	2	-	-	-	-	-	-
Range of food	-	-	4	3	-	-	-	-	-	-
Service	-	-	1	*	-	-	-	-	-	-
Price	-	-	4	3	3	3	-	-	2	*
Intend to eat elsewhere	10	67	9	7	4	3	-	-	10	4

Already eaten elsewhere	1	7	6	5	1	*	-	6	3
Brought own food	3	20	94	73	109	91	173	98	90
Not hungry / thirsty	1	7	7	5	3	3	4	2	2
Other	-	-	2	2	-	-	-	-	-

If yes, did the café / restaurant meet your expectations?

	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A63,B246,C268,D233,E188)										
Exceeded expectations	9	14	13	5	1	*	-	-	13	7
Met expectations	54	86	209	85	259	97	215	92	168	90
Fell below expectations	-	-	24	10	8	3	18	8	7	4

Which of these leisure activities have you undertaken during the last 6 months?

	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B399,C399,D416,E430)										
Visitor attractions	40	51	251	63	357	90	386	93	378	88
Theme parks	29	37	131	33	187	47	149	36	148	34
Theatre	27	35	135	34	103	26	114	27	123	29
Cinema	45	57	160	40	35	9	39	9	184	43
Shopping	53	68	370	93	355	89	353	85	387	90
Eating out	53	68	355	89	329	83	234	56	319	74
Gym / Swimming	37	47	180	45	182	46	176	42	232	54
Spectator sports	34	44	29	7	64	16	49	12	124	29

Which of the following list were important considerations for your visit here today?

	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B395,C400,D416,E420)										
Distance from home	39	50	186	47	246	62	188	45	133	32
Cost of entry	27	35	216	55	196	49	199	48	152	36
Reputation	36	46	163	41	152	38	213	51	203	48
Lots to see and do	23	30	156	40	75	19	105	25	213	51
Educational content	2	3	35	9	9	2	8	2	49	12
Easy to get to	58	74	245	62	216	54	332	80	237	56
Weather	45	58	286	72	285	71	244	59	311	74
Discount entry offers	20	26	111	28	120	30	106	26	126	30
Special events	9	12	17	4	61	15	59	14	110	26
Family friendly	19	24	58	15	93	23	66	16	179	43

How important or unimportant is it to you that Yorkshire Wildlife Park is committed to becoming a conservation centre and to help save habitats and wildlife?

	2012 (A)		2013 (B)	
	No.	%	No.	%
Base: (A416,B430)				
Very important	395	95	352	82
Important	21	5	68	16
Neither important nor unimportant	-	-	10	2
Unimportant	-	-	-	-
Very unimportant	-	-	-	-

Did you know that there was a link between the following exhibits/future exhibits at Yorkshire Wildlife Park and the conservation projects that they support?

2012	Yes		No		Not aware of exhibits	
	No.	%	No.	%	No.	%
Base:						
Land of the Tigers and the 21 st Century Tiger / Amur Leopard & Tiger Alliance (416)	337	81	79	19	-	-
Painted Hunting Dogs and the Painted Hunting Dogs Research Project (416)	242	58	174	42	-	-
South American Viva and Wold Land Trust (416)	121	29	290	70	5	1

Did you know that there was a link between the following exhibits/future exhibits at Yorkshire Wildlife Park and the conservation projects that they support?

2013	Yes		No		Not aware of exhibits	
	No.	%	No.	%	No.	%
Base:						
Land of the Tigers and the 21 st Century Tiger / Amur Leopard & Tiger Alliance (430)	313	73	117	27	-	-
Painted Hunting Dogs and the Painted Hunting Dogs Research Project (430)	242	56	188	44	-	-
South American Viva and Wold Land Trust (430)	128	30	302	70	-	-

How important or unimportant is it to you that the new exhibits at Yorkshire Wildlife Park are linked to conservation?					
	2012 (A)			2013 (B)	
	No.	%	No.	No.	%
Base: (A415,B429)					
Very important	376	91	315	73	
Important	39	9	100	23	
Neither important nor unimportant	-	-	14	3	
Unimportant	-	-	-	-	
Very unimportant	-	-	-	-	

How would you rate the following aspects of your visit today?										
2012	Very interested		Interested		Neither		Disinterested		Very disinterested	
Base:	No.	%	No.	%	No.	%	No.	%	No.	%
Gorilla Valley, an iconic sanctuary and conservation area for these endangered animals with unique visitor experience (416)	310	75	106	26	-	-	-	-	-	-
Rhinos, once wide ranging, but now in peril in the wild (416)	304	73	110	26	2	*	-	-	-	-
Sealions, in a large natural lake, displays for natural behaviours (416)	307	74	109	26	-	-	-	-	-	-
Railway train/transport system (416)	112	27	139	33	150	36	15	4	-	-

Yorkshire Wildlife Park are exploring a number of potential future developments at the park. How interested or disinterested would you be in seeing each of the following at Yorkshire Wildlife Park in the future?									
2013	Very interested		Interested		Neither		Disinterested		Very disinterested
Base:	No.	%	No.	%	No.	%	No.	%	No. %
Gorilla Valley, an iconic sanctuary and conservation area for these endangered animals with unique visitor experience (430)	389	91	40	9	1	*	-	-	-
Rhinos, once wide ranging, but now in peril in the wild (430)	320	74	110	26	-	-	-	-	-
Sealions, in a large natural lake, displays for natural behaviours (430)	316	74	109	25	5	1	-	-	-
Railway train/transport system (430)	125	29	133	31	153	36	19	4	-
Improved entrance facilities/shops (430)	89	21	140	33	168	39	33	8	-
Improved footpaths/seating areas	78	18	140	33	176	41	36	8	-

Do you think that Yorkshire Wildlife Park needs a transport system, i.e. railway train, either on the park or from the car park to the entrance?									
	On the park				From the car park to the entrance				
	2012 (A)		2013 (B)		2012 (A)		2013 (B)		
	No.	%	No.	%	No.	%	No.	%	
Base: (A416,B430)									
Yes	74	18	149	35	58	14	163	38	
No	164	39	149	35	176	42	154	36	
Don't know	178	43	127	30	182	44	113	26	

Have you visited any of the following Yorkshire attractions in the last 12 months?										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A65,B341,C398,D414,E356)										
The Deep (Hull)	5	8	121	36	188	47	305	74	120	34
Eureka! (Halifax)	39	60	191	56	214	54	208	50	171	48
Jorvik (York)	4	6	86	25	91	23	98	24	57	16
North Yorkshire Moors Railway	-	-	-	-	-	-	10	2	29	8
National Coal Museum (Wakefield)	10	15	220	65	31	8	16	2	63	18
Royal Armouries (Leeds)	-	-	167	49	220	55	272	66	154	43
York Castle Museum	13	20	57	17	237	60	147	36	156	44
Yorkshire Museum	-	-	10	3	141	35	21	5	97	27

ABOUT YOU

Are you male or female?										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A77,B397,C400,D416,E430)										
Male	31	40	175	44	202	51	232	56	215	50
Female	46	60	222	56	198	50	184	44	215	50

Please can you tell us your age?										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A76,B394,C397,D414,E429)										
16 – 24			13	3	8	2	8	2	29	7
25 – 34	67	88	66	17	63	16	133	32	101	24
35 – 44			187	48	229	58	224	54	207	48

45 – 54	8	11	75	19	75	19	41	10	44	10
55 – 64			33	8	15	4	8	2	8	2
65 +	1	1	20	5	7	2	-	-	40	9

<i>How would you describe your ethnic origin?</i>										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B398,C396,D415,E430)										
White / White British / White Irish	77	99	374	94	383	97	408	98	424	99
Black / Black British	-	-	20	5	8	2	2	*	5	1
Asian / Asian British	1	1	2	*	-	-	2	*	-	-
Mixed: White & Asian	-	-	1	*	2	*	3	*	1	*
Mixed: White & Black	-	-	1	*	1	*	-	-	-	-
Chinese	-	-	-	-	2	*	-	-	-	-

<i>What is your main occupation?</i>										
	2009 (A)		2010 (B)		2011 (C)		2012 (D)		2013 (E)	
	No.	%	No.	%	No.	%	No.	%	No.	%
Base: (A78,B386,C396,D407,E430)										
Working full / part time	65	83	310	80	337	85	365	90	342	80
Looking after home / family	11	14	29	8	47	12	39	10	32	7
Studying	-	-	4	1	1	*	1	*	11	3
Retired	2	3	41	11	10	3	2	*	45	10

YAG Market Research needs to come in here when we PDF the Document

Yorkshire's Magnificent Attractions Exit Surveys 2013 November 2013

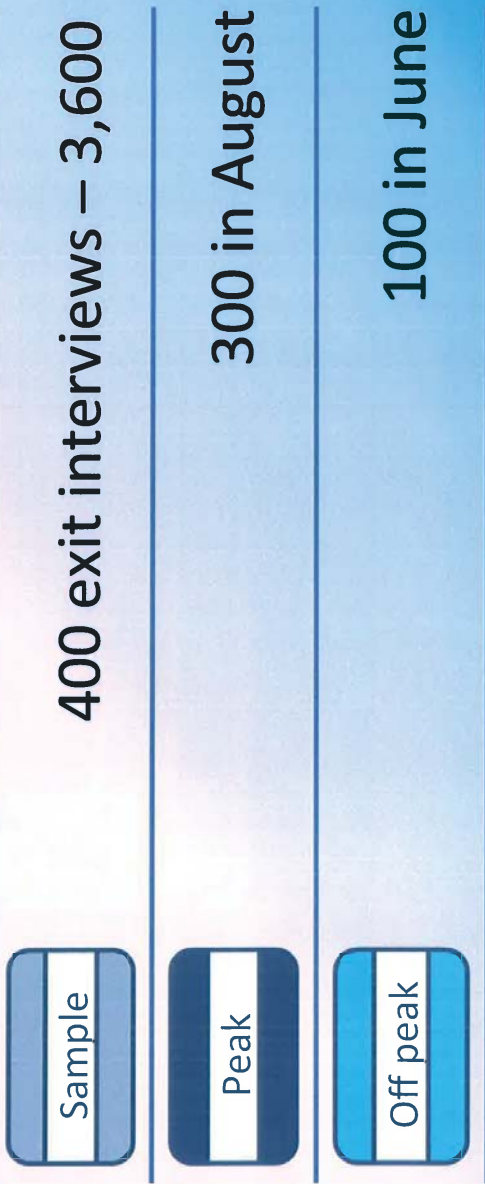
Comparative Results Presentation: Key
Findings

spirul
intelligent
research

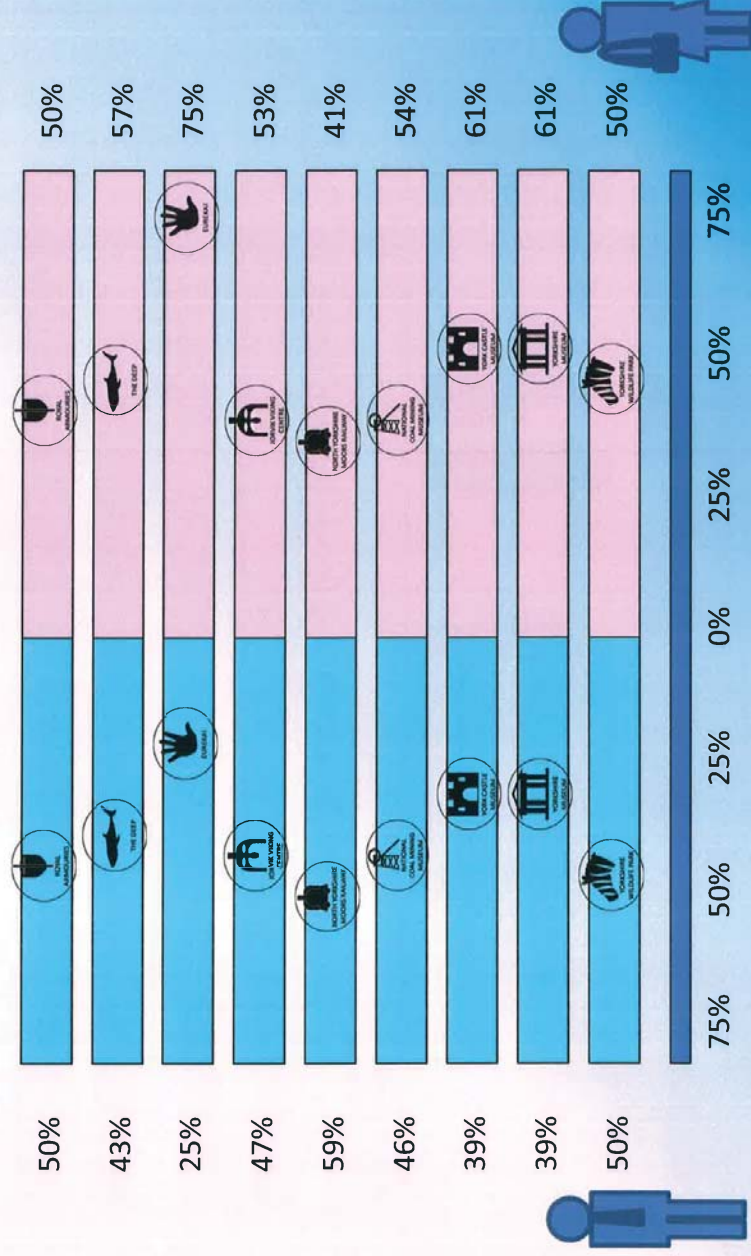
The Attractions

	Royal Armouries
	The Deep
	Eureka!
	Jorvik
	North Yorkshire Moors Railway
	National Coal Mining Museum
	York Castle Museum
	Yorkshire Museum
	Yorkshire Wildlife Park

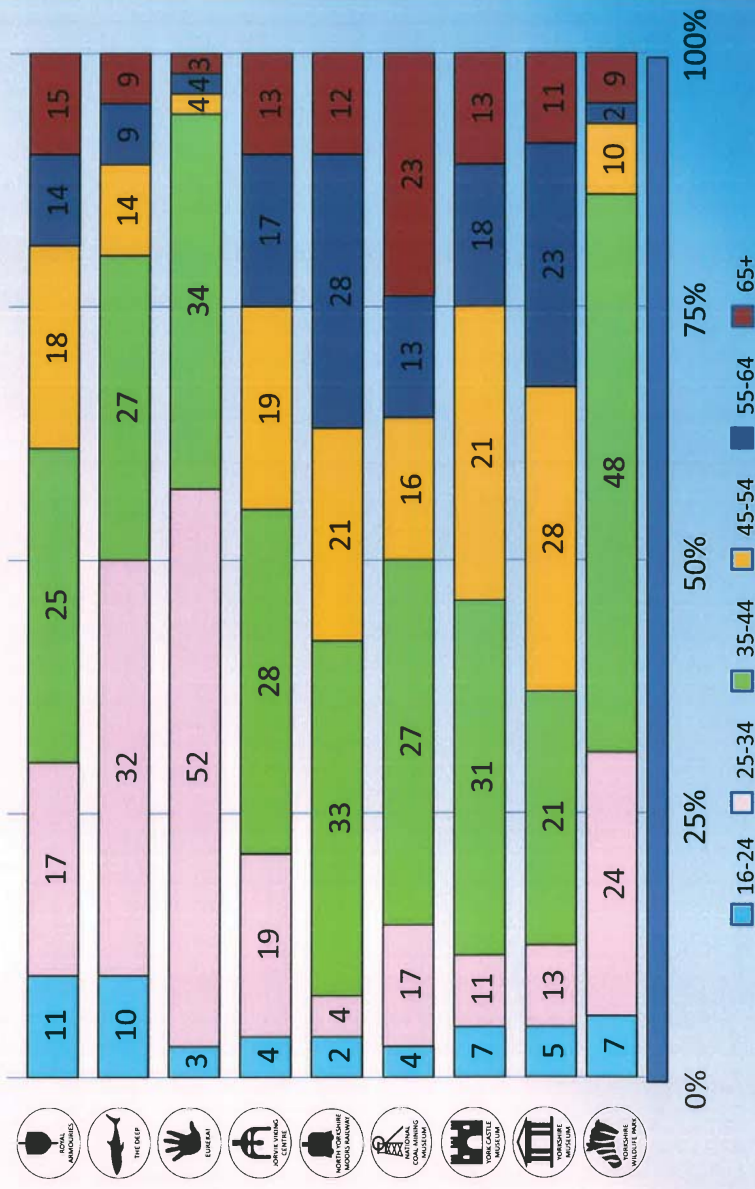
The Methodology



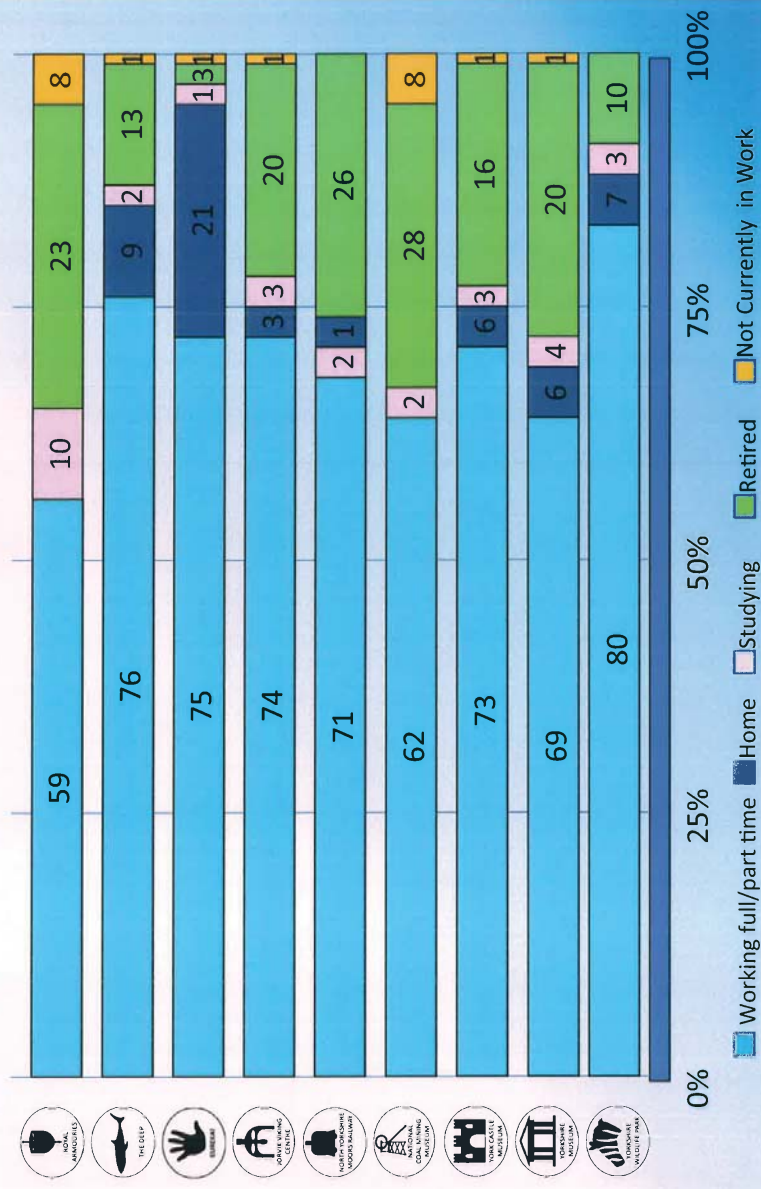
Respondent Profile - Gender



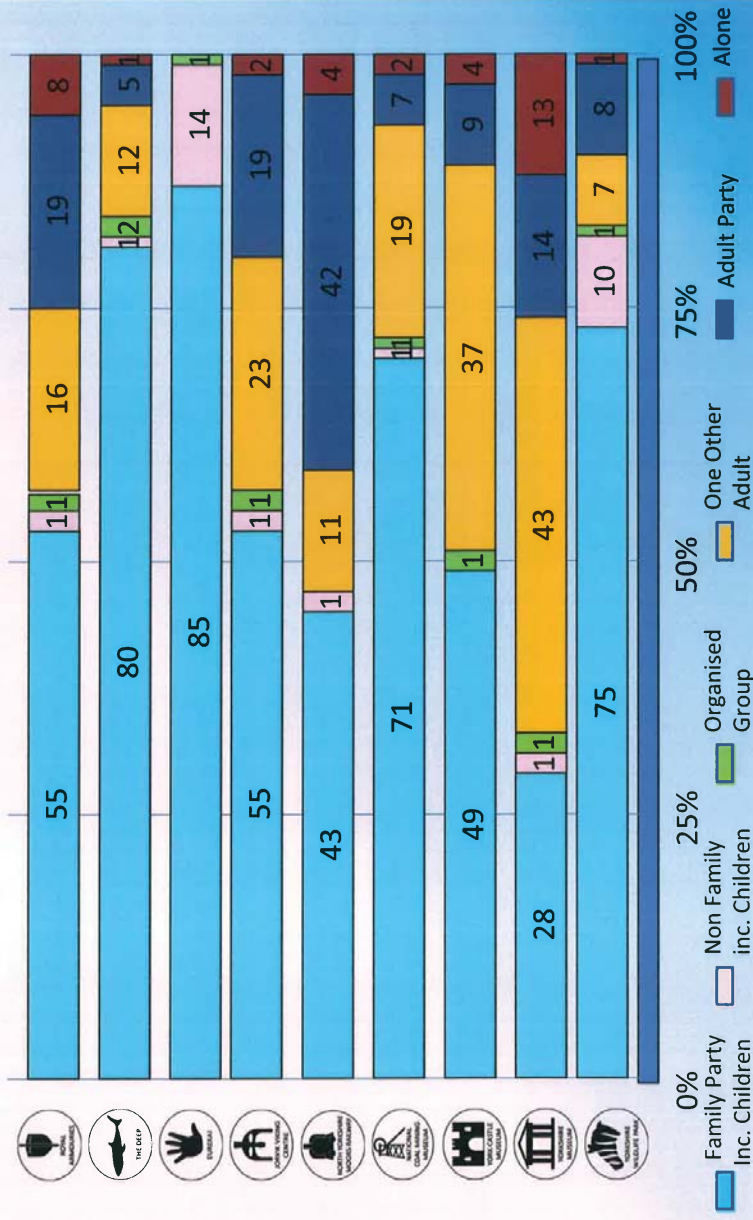
Respondent Profile - Age



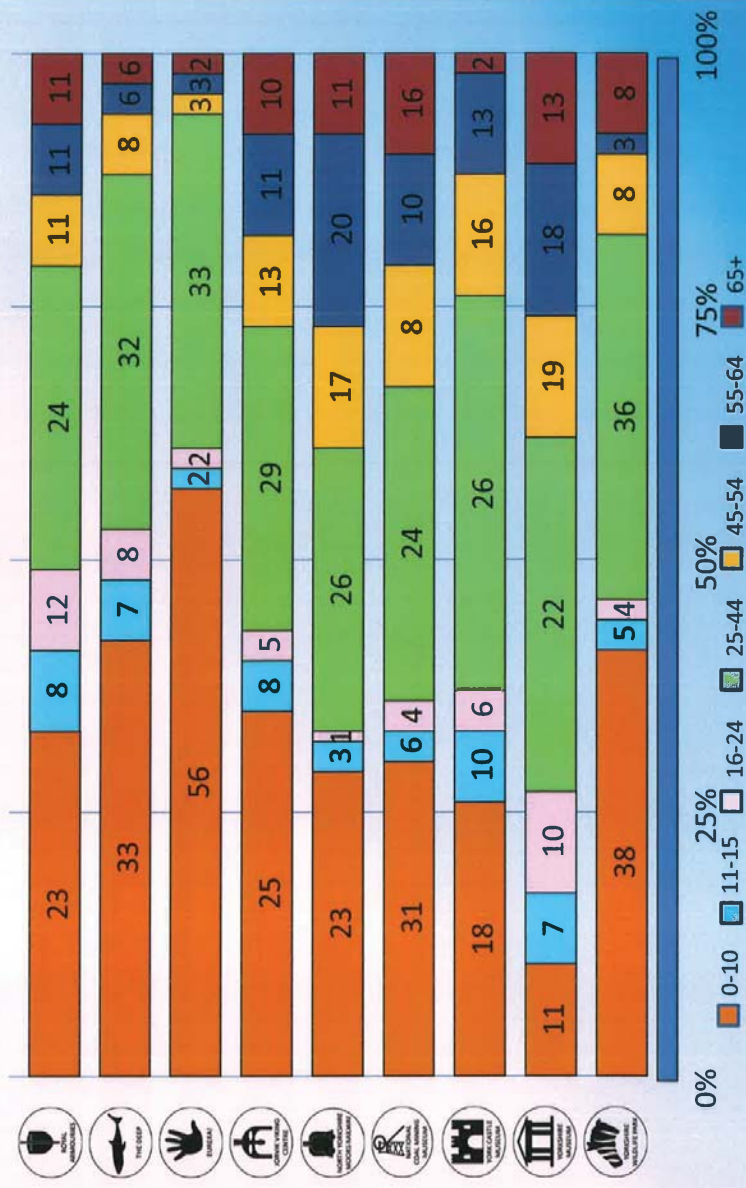
Respondent Profile - Employment Status



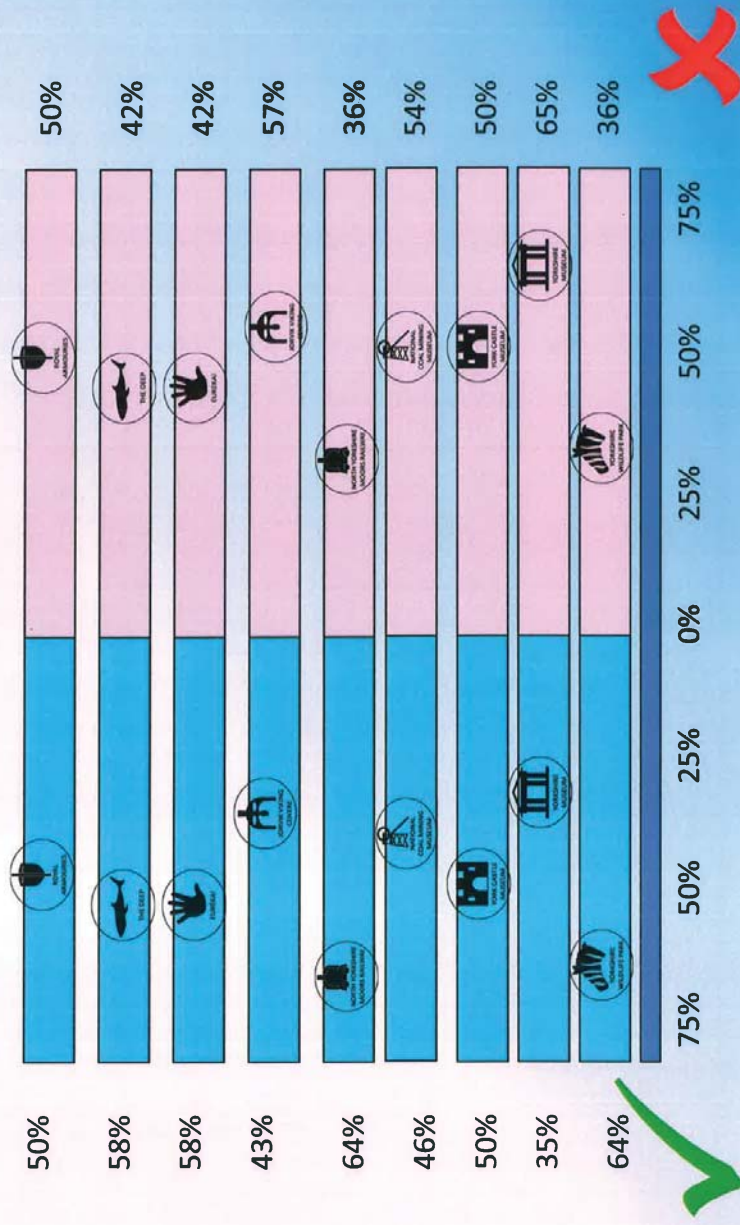
Visitor Profile – Party Composition



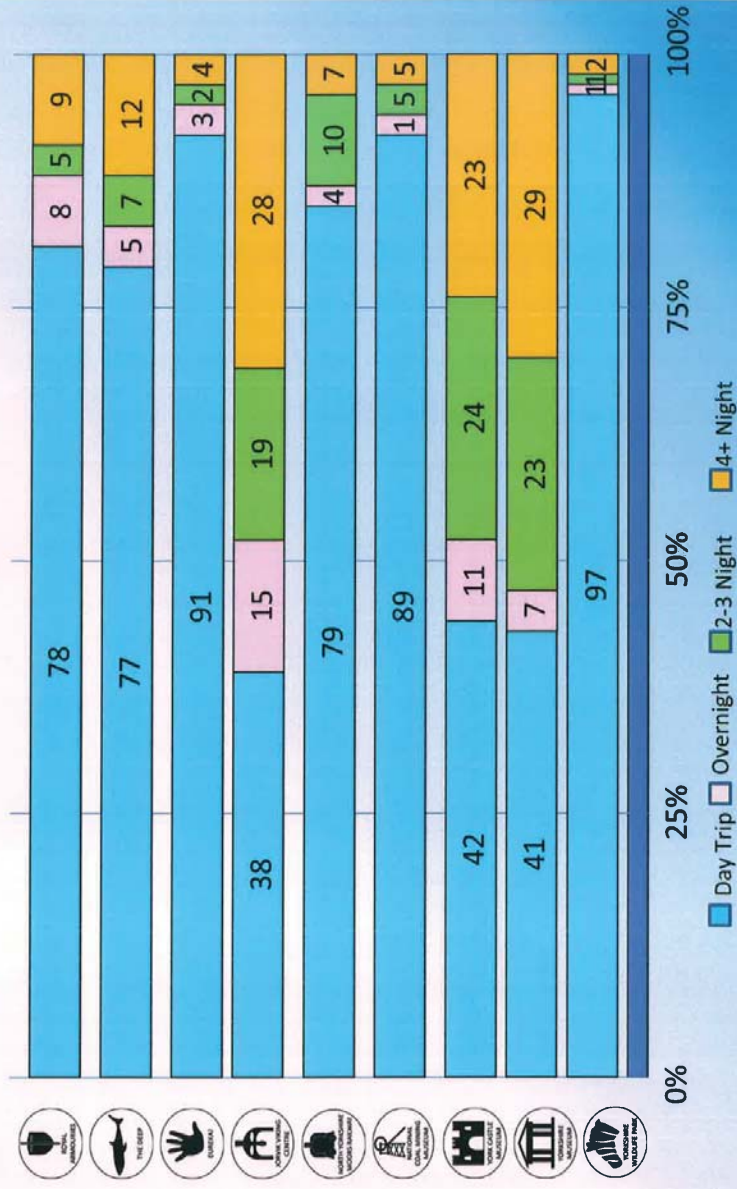
Visitor Profile - Age



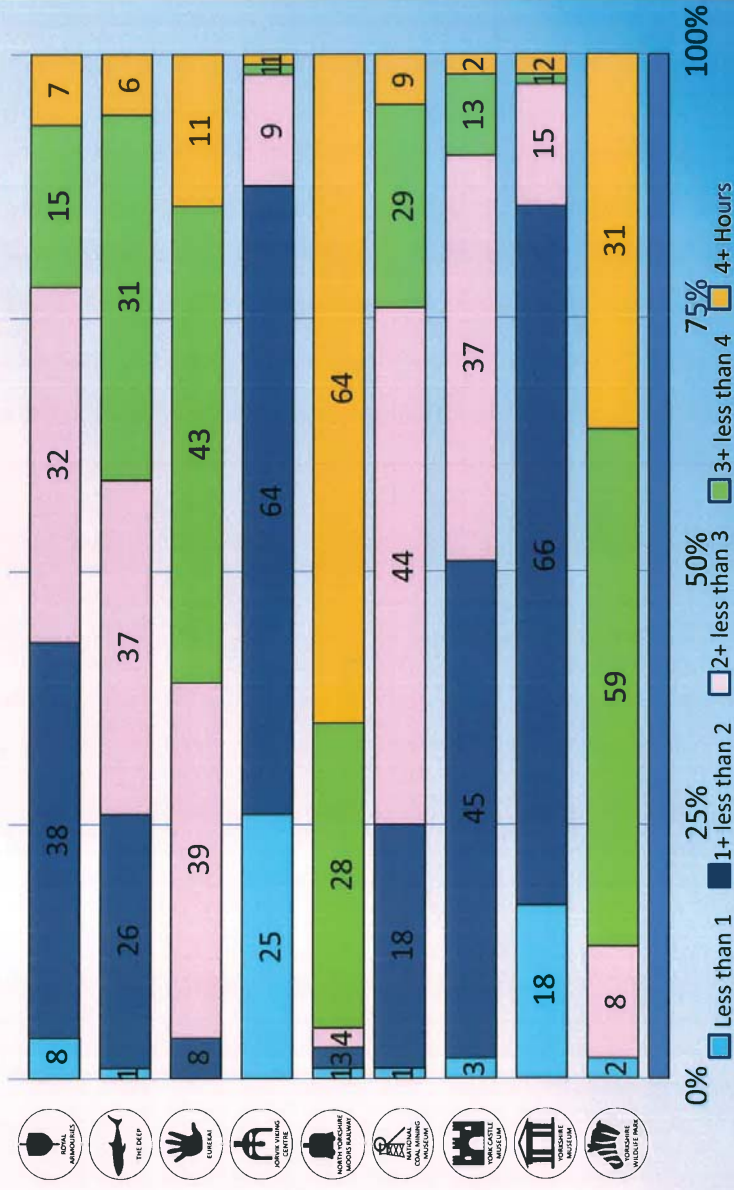
Have You Visited Attraction Before?



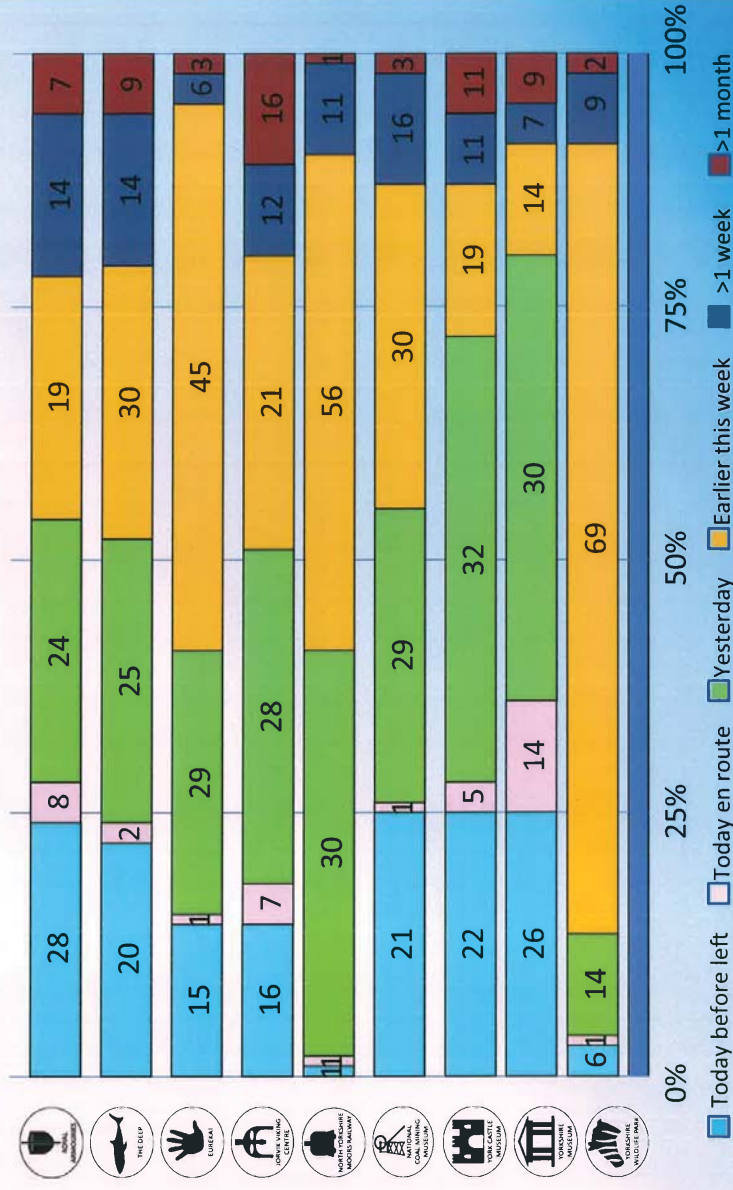
Which of these best describes your visit?



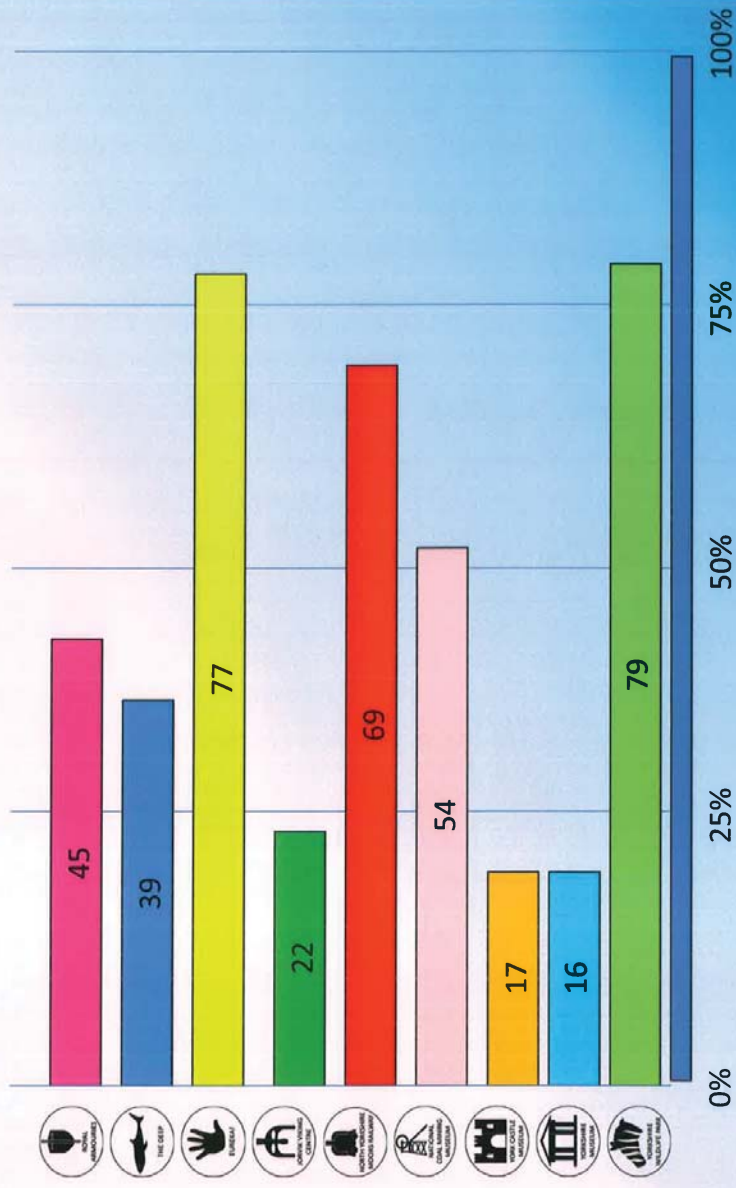
How long have you spent here today?



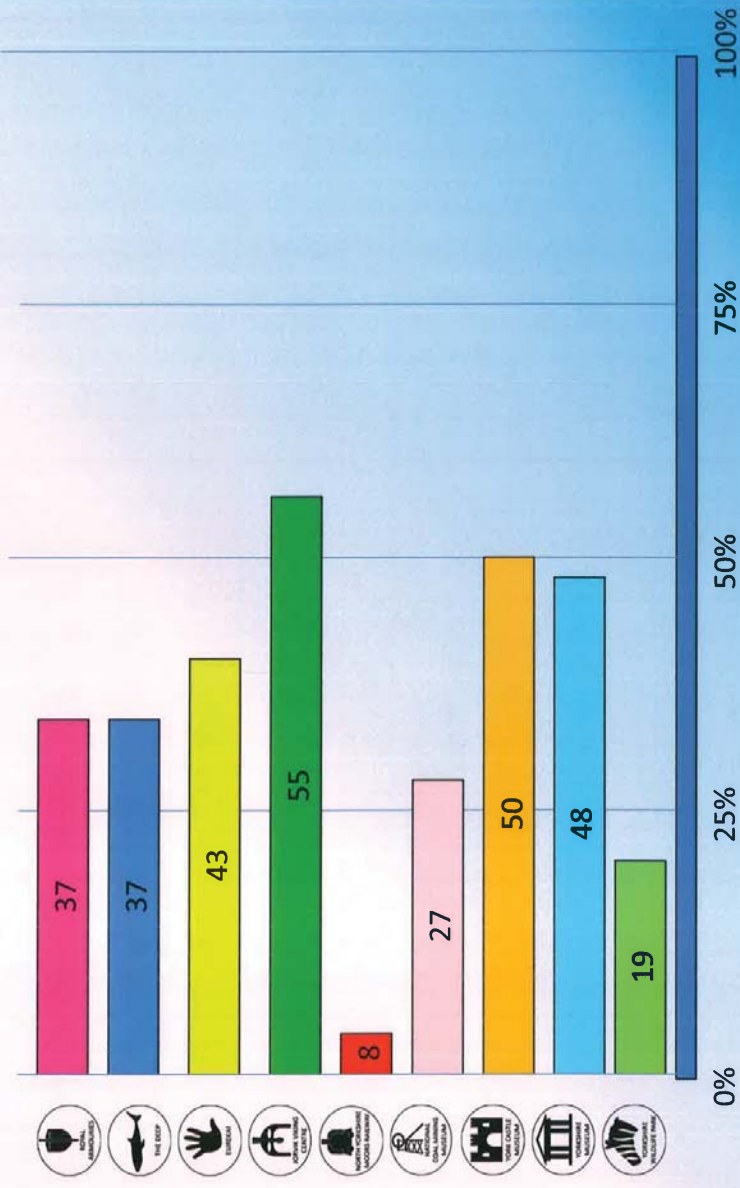
When did you decide to visit?



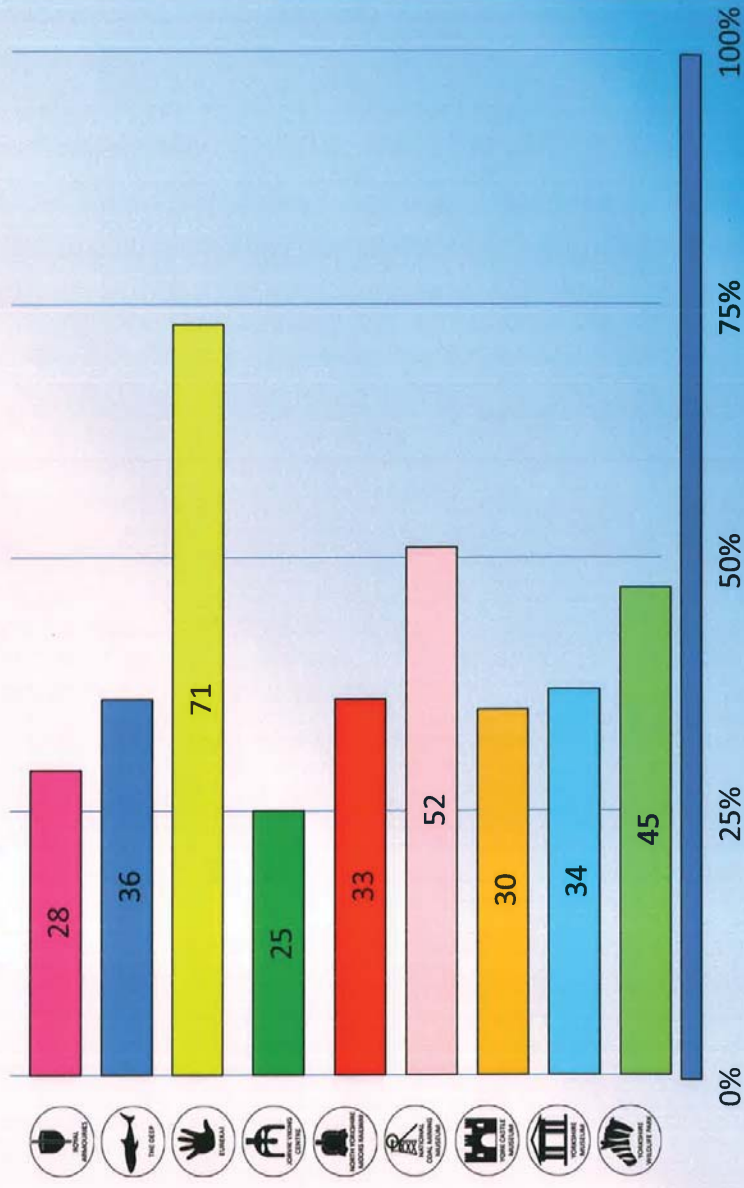
Where do you look for information about attractions – Attraction Website?



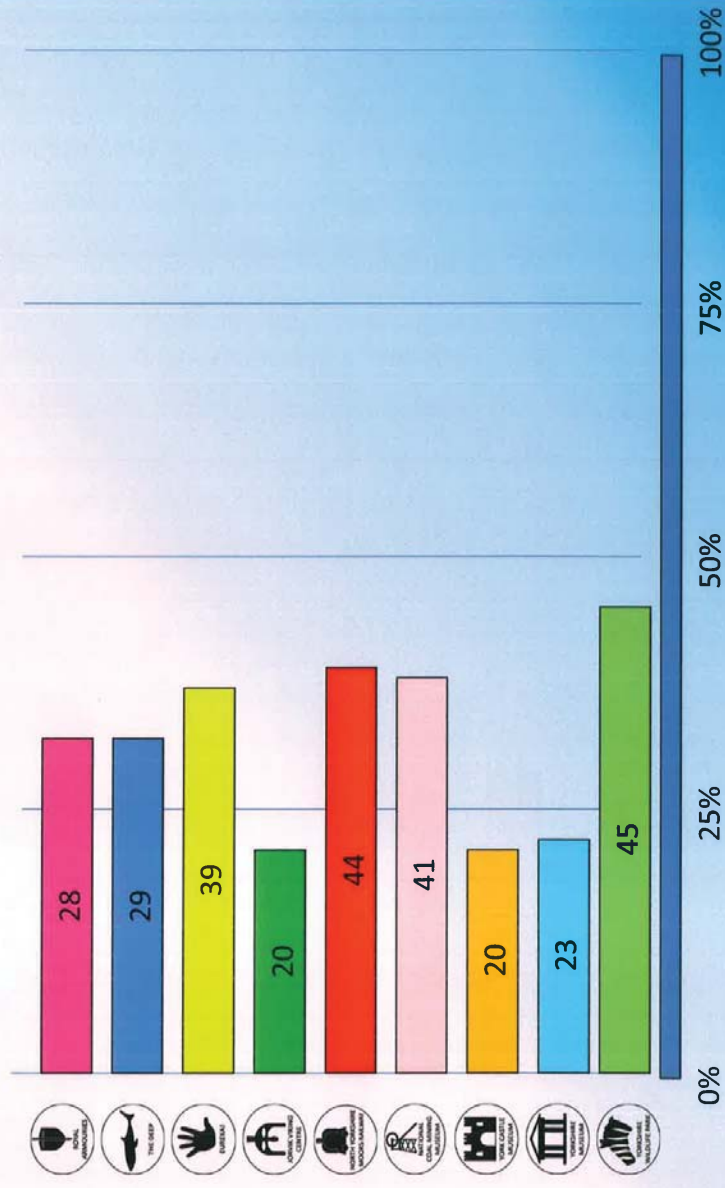
Where do you look for information about attractions – Other Website?



Where do you look for information about attractions – Attraction Leaflet?



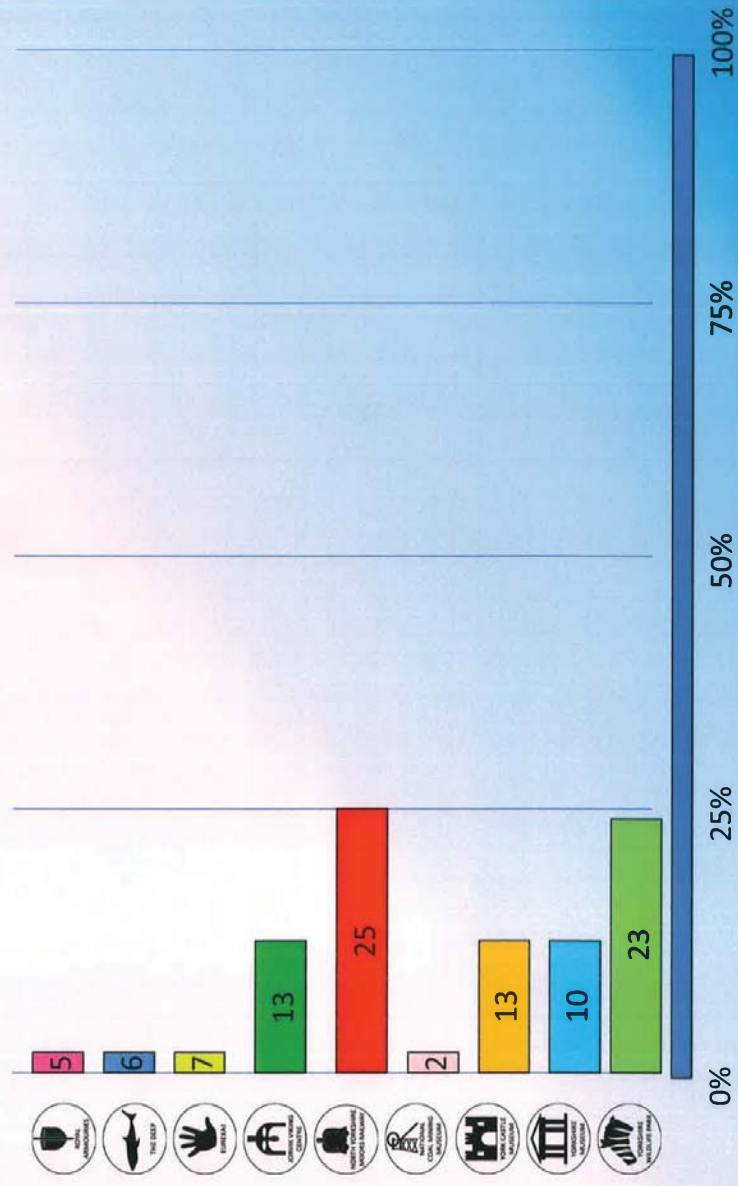
Where do you look for information about attractions – Word of Mouth?



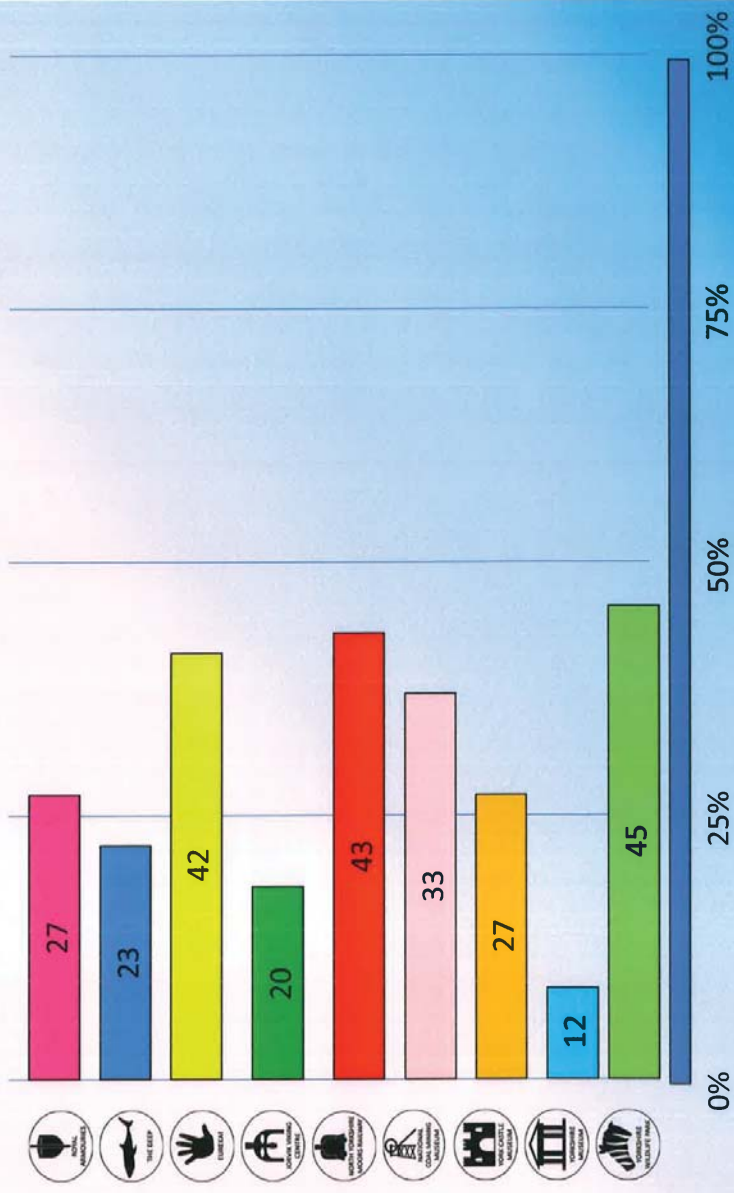
Have you seen the Yorkshire Magnificent Attractions Leaflet or Website?



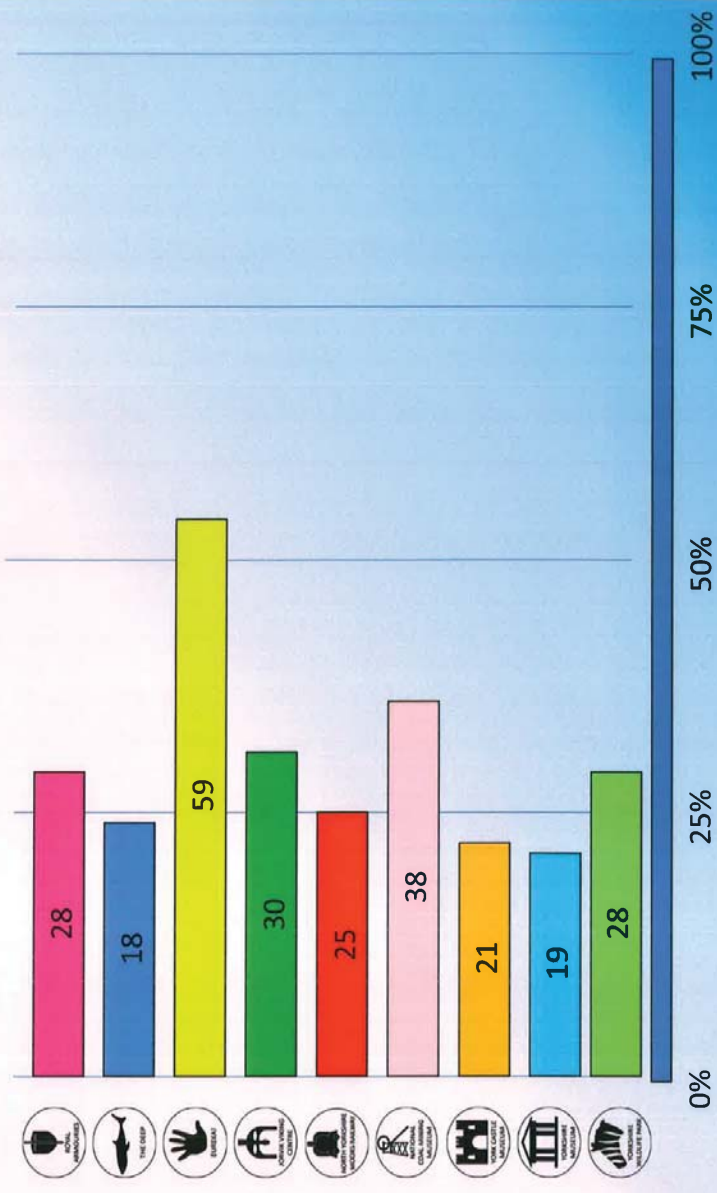
What made you choose to visit the attraction - Publicity?



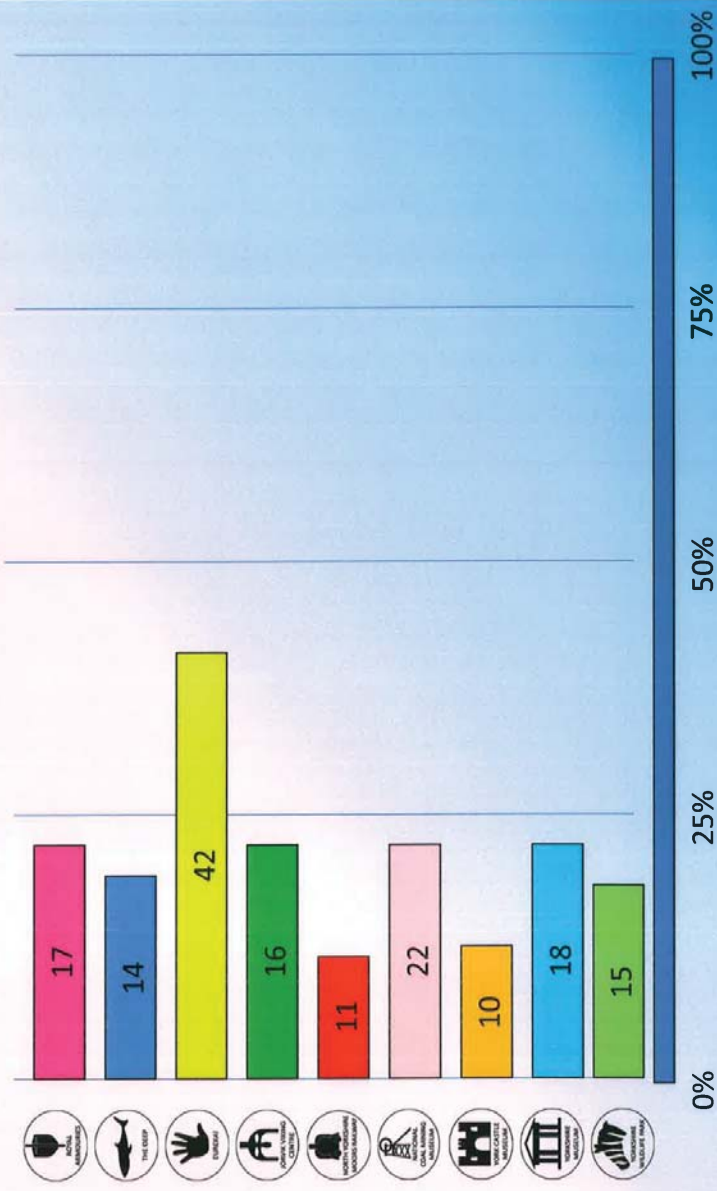
What made you choose to visit the attraction – Been Previously?



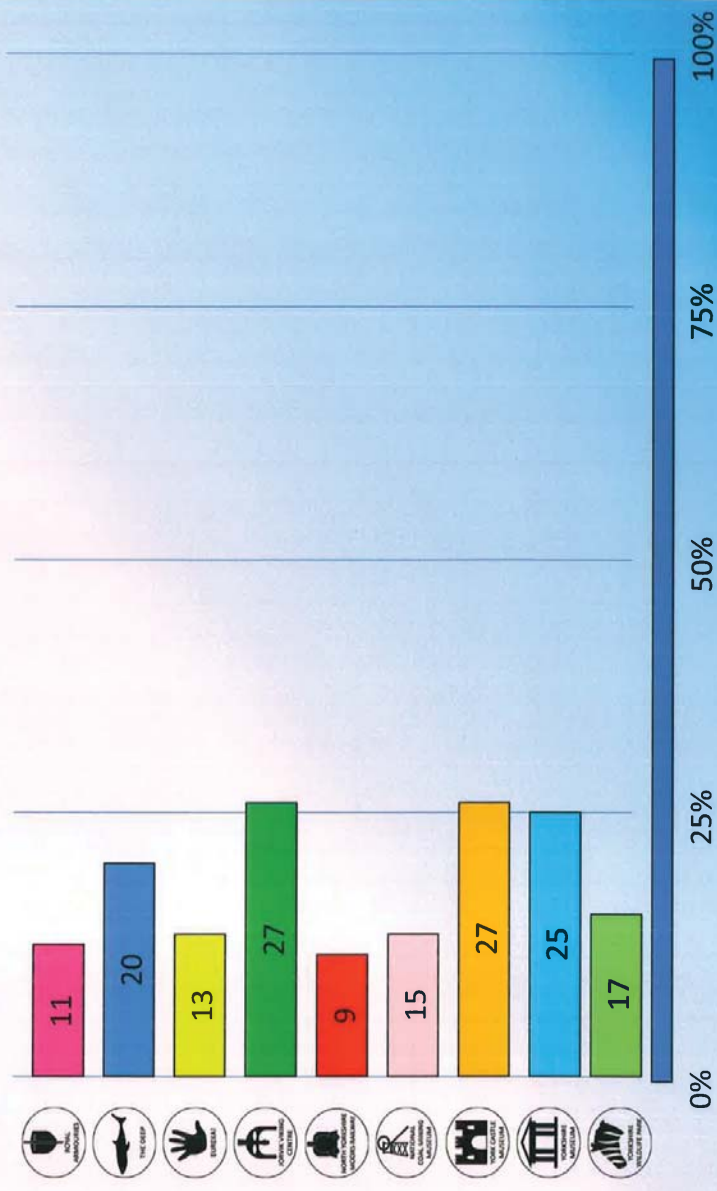
What made you choose to visit the attraction – Word of Mouth?



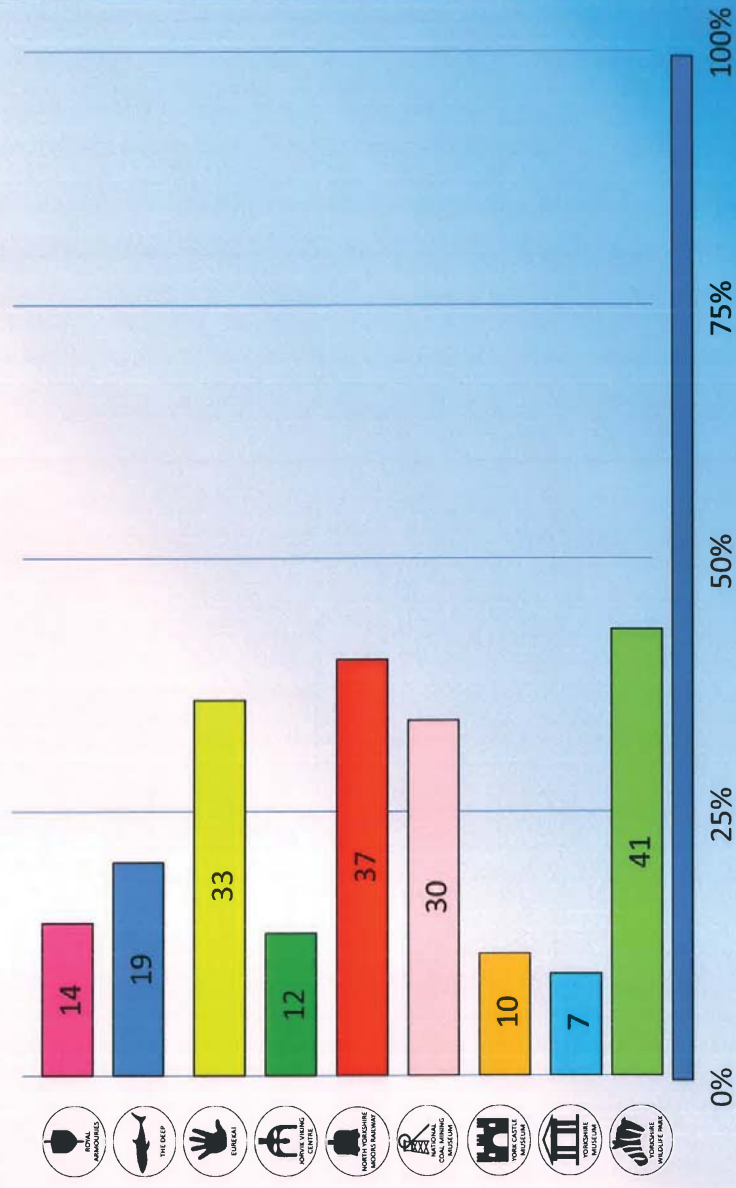
What made you choose to visit the attraction – Good Reputation?



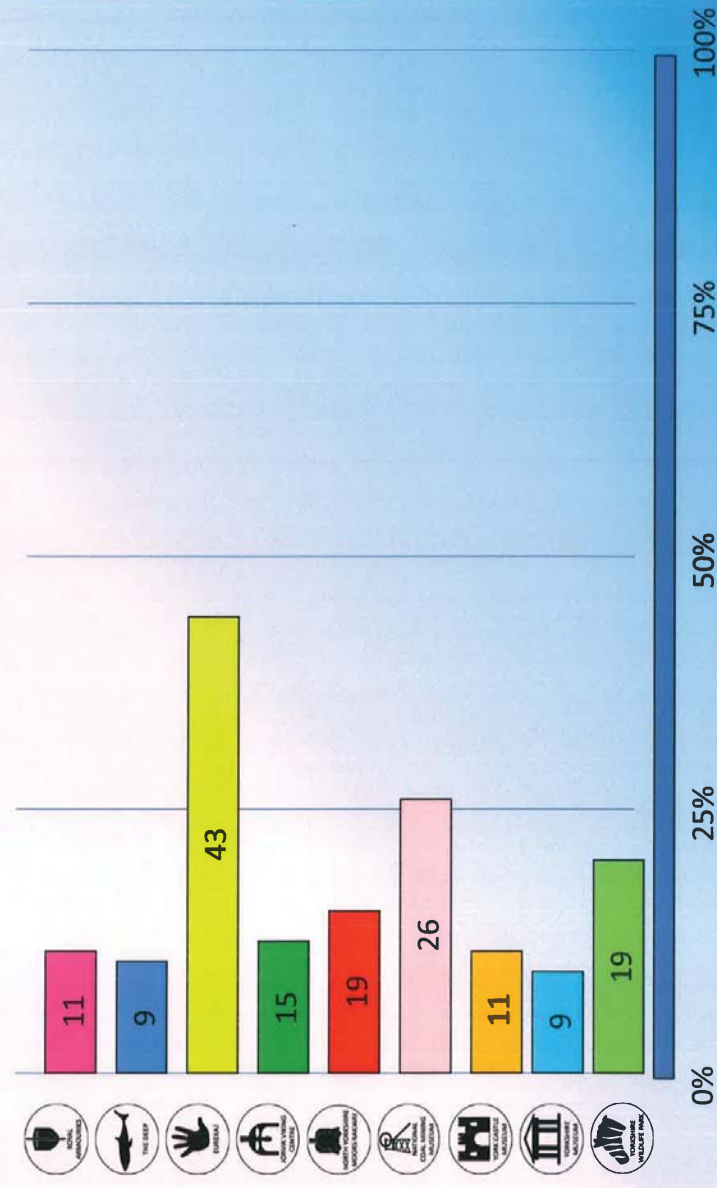
Where, if anywhere, have you seen publicity prior to your visit – Attractions leaflet?



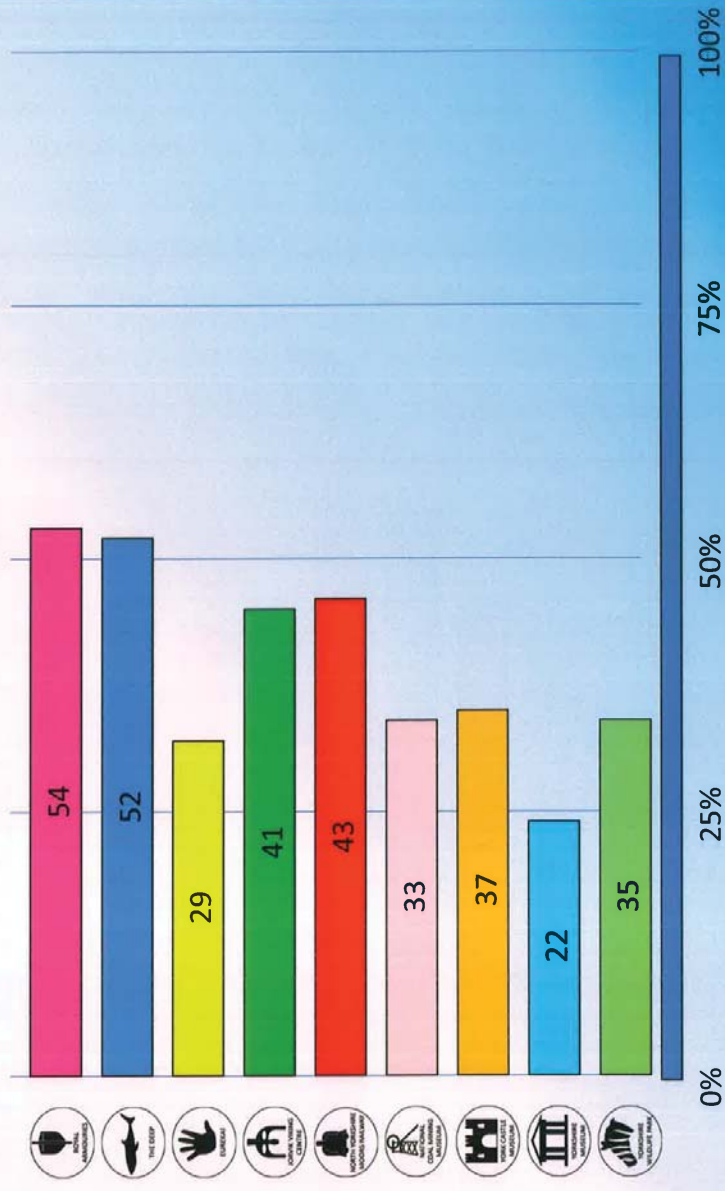
Where, if anywhere, have you seen publicity prior to your visit – Attractions Website?



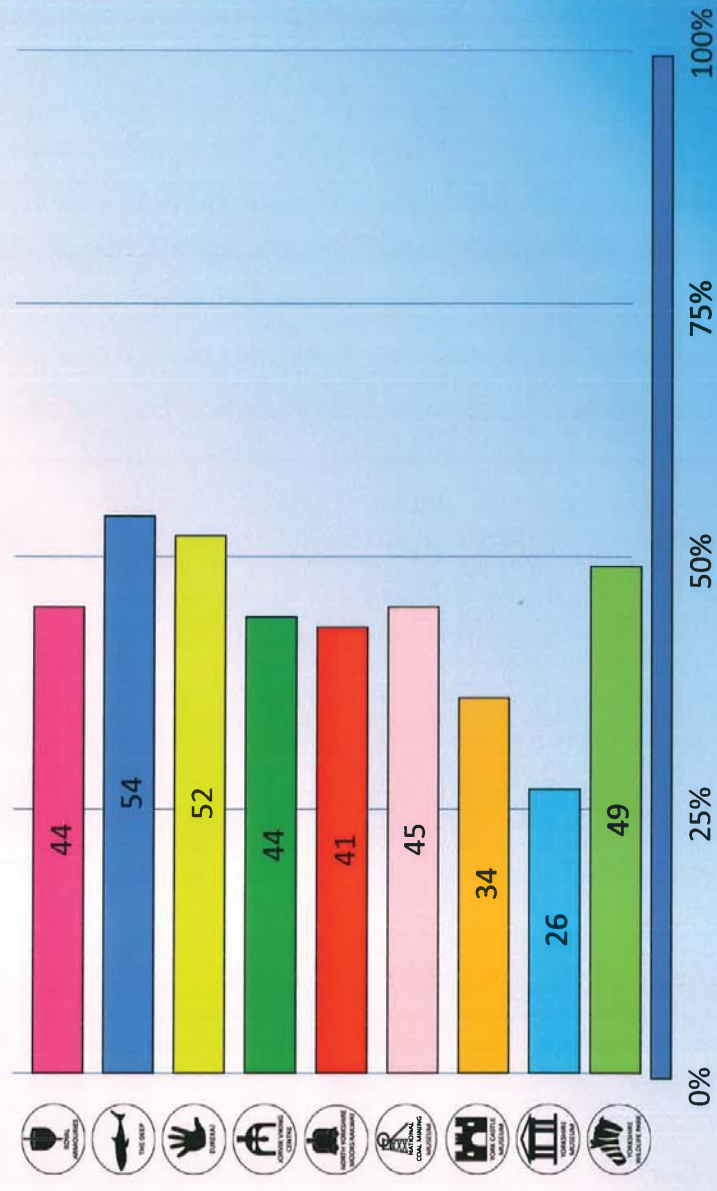
Where, if anywhere, have you seen publicity prior to your visit – Word of Mouth?



Where, if anywhere, have you seen publicity prior to your visit –
Did not see any?



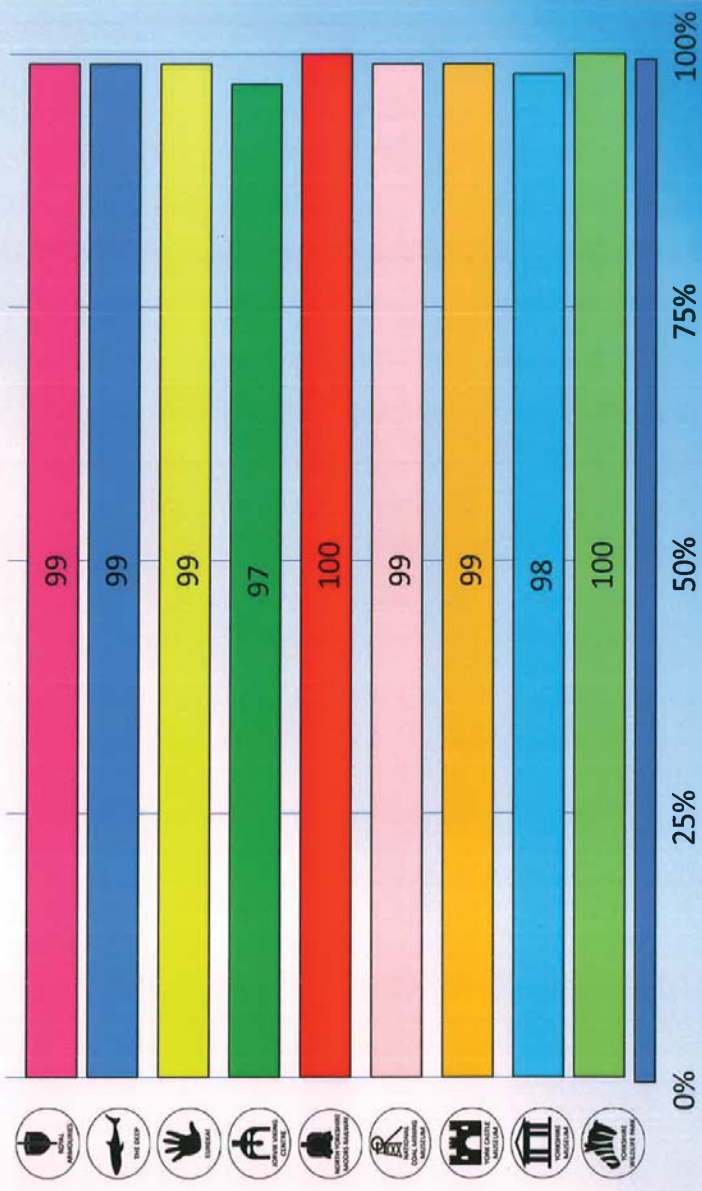
Have you visited the attraction website?



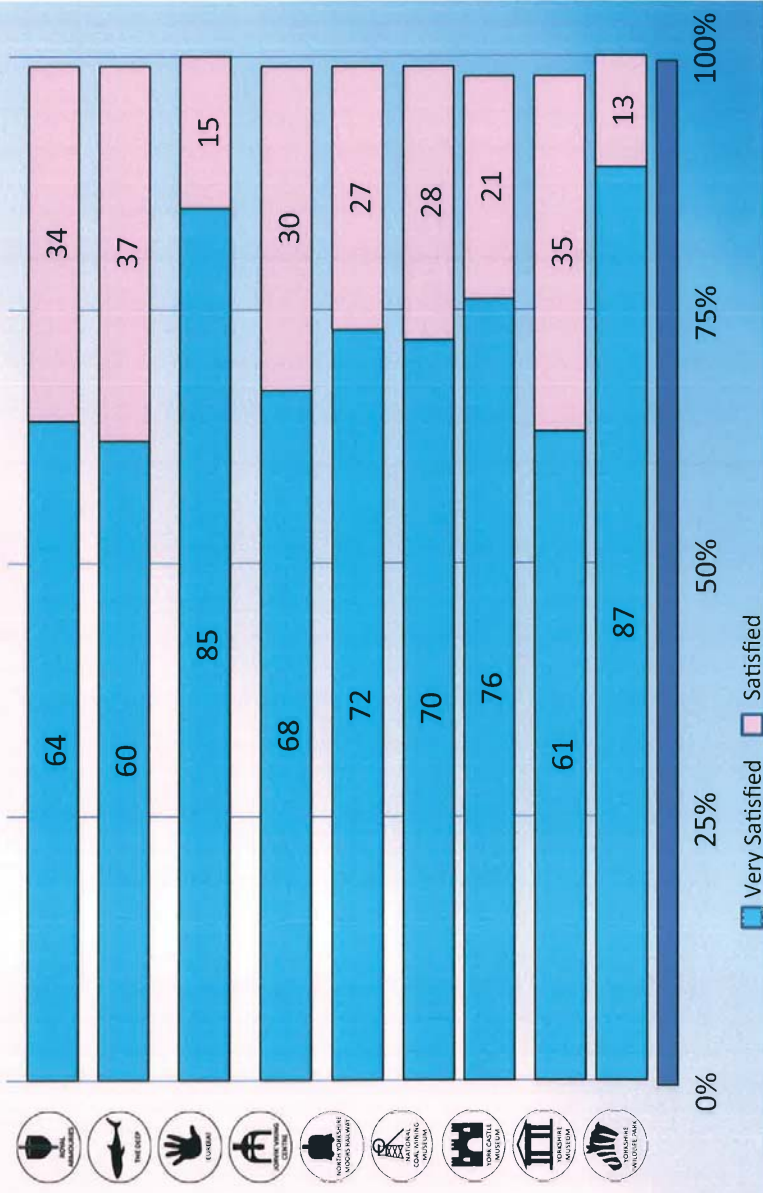
Would you visit again?



Would you recommend to others?



How satisfied or dissatisfied are you with your visit today



How would you rate the following aspects of your visit today – Visitor Experience?



The Results



Tables

End of November

Report

Beginning of December

Presentations

Individual presentations

Appendix 13 - NOTES FROM WICKSTEED PARK VISIT

Chief Executive: Alasdair McKnee

Head of Park Operations: Michael Bush

Accountant: Martin Wilson

- Turnover £3.6M plus £900K from functions including 30 or so Asian Weddings Annually.
- £1.5M ride income.
- 140 acre park, owned by a Trust. Three ride areas approx. 250m -350m apart. Large Dog Walking "walk in" footfall and approx 300K paying ride users.
- 25 rides all quite old or very old. 3-13 yr old age. 2m rides pa.
- 80K cars, £400K from Car Park. Av occupancy 3.2. £6 all day park tkt.
- 20% arrive as walk ins.
- 3,000 annual ticket holders. 3,000 annual car park pass holders.
- Insurer Lorica, £120K pa
- Operate rides c150 days pa, closed the rest of the year, unprofitable.
- £200K plus pa Maintenance plus contingency £150K.
- £230K marketing spend
- 35 core staff, 320 on the books in the summer. Rides related staff costs 37% of rides turnover.
- Depreciation 8%
- Utilities £158K
- Rides Insurance £71K
- Maintenance workshop needs to be big enough to undertake winter work.

- Access needs to be appropriate for big kit to come in and out.
- Inflatable – Bish Bash reduces accidents. £4.5K, 3-4 yr life, Inflatable World, Notts
- Medway Game Commission – 40%
- Good rides Inspector – ACG Engineering, Colin East.
- Ken Rundall, Rundall's, Boston.
- Get the Inspector involve at acquisition stage.
- Ride Photography good income generator.
- Day Time Musical Sep-Dec last year sold 30K tickets.

Appendix 14 - Observation Notes for Dreamland Margate - Ray Hole Architects

Introduction

These notes are provided to convey outline information to assist the Operator Bid submission. They have been compiled following limited access and investigation and therefore any information contained here should be treated with caution. Similarly, the cost parameters for any works are provided as a range guide only.

The information provided as part of the bid documentation from the Trust/TDC from which much of the bid information and responses are derived is also to be treated with caution in terms of accuracy and compliance with any current/future legislation.

Equally, omissions may exist and the limited time, access, response to Q+A, plus the reiterated term *sold as seen* should influence the bid return conditionality accordingly.

Format

The format for the observation notes are aligned to the process taking place;

1. The Trust has issued a series of documents and drawings which provide a degree of information related to the Internal spaces, External spaces and certain enabling works. They also indicate a "treatment" suggesting spatial uses, park layout, ride locations, services and property boundaries, etc. It has been stated that the successful operator would be able to influence some of these indicative arrangements, etc. although to what degree is subjective.
 - *Observations are provided regards this information and the consequences that lead from adhering to it.*
2. The Operator will have their own view as to the adequacy of the "treatment" information and the thinking behind it.
 - *Observations are provided regards the potential amendments and the consequences that lead from it.*
3. The Operator may also have further augmenting content and arrangements of spatial usage
 - *Observations are provided regards these additional provisions and the consequences that lead from it.*

Observations from Issued Documents

General Notes

- Party Walls, Fences, Foundations, Floors, Ceilings – Adjacent and Stratified Neighbours exist. Such adjacencies could compromise use and/or require works to achieve an agreed Party Wall Award initially or in the future. This may include acoustic treatment, fixtures, service embedment, etc. but also noise (direct, impact and flanking) from Cinema to Events Space (or vice versa) and Pinball Parlour to Office Space. Acoustics appear to be covered by the note (TBC).
- Generally all property will be offered in an uninsulated condition – exceptions are; Events Space (and associated spaces), Café and associated spaces), New Office Space.
- Where the external ground level is above internal ground level I assume that an adequate waterproofing membrane and ventilation (or other method) is being provided. It doesn't mention this – only an insulation layer.
- Therefore Operator must upgrade to Building Reg compliancy those specific areas if use type demands it. BRegs have recently been upgraded as well so a higher level of performance will be needed.
- Certain parts of property cannot be upgraded due to lack of structural capacity, etc. This will potentially compromise use type flexibility and content model. The Ball Room cladding super-structure was highlighted during visit as an issue. Trust/TDC should schedule which other areas are compromised.
- The Operator Lease is for 35 years. Are all specifications synchronised with this longevity. Flat roof and cladding sheets, service connections, and any other. Trust and TDC should schedule all enabled provisions which are either less than lease period or are warrantied accordingly
- Fire Integrity and performance should match Operators use types and flexibility – coordination of Fire Strategy and enabling works should be carried out prior to works commencing to avoid double-contracting and breaching of compartments, smoke drops, etc. Equally foreseeability of use types and capacity, escape distances etc. needs coordinated thinking. In the Phase 1 Tender notes it suggests "Potential integration of fire shutters...."
- The level of main Ball Room floor and the dedicated stage are different by 620mm. If this could be avoided by raising the main floor to the same level as the stage then a total flexible floor is provided. It also creates a better height below in the café.
- New insulated floor has a 5mm vinyl specified to Events Space (and associated spaces) only. Elsewhere no floor finish is provided (except retaining the existing concourse tiling). The thickness of any Operator provided floor finish is assumed to be 5mm. This may create uncoordinated

junctions if variant finishes are selected later. Screed thickness coordination is required.

- Base Lighting, Services, Data/Comms and Environmental control has been specified for the Events Space. This may not match operators initial or future use types, etc. Coordination is required to ensure enhanced provision can be provided as part of base build or later upgrade is not compromised.
- Indicative Kitchen/Servery – are existing incoming services, extraction and drainage/sanitation adequate (and tested) for intended use. Fire compartmentalisation needs coordination as well.
- The main vaulted Listed 2*Heritage ceiling and other "heritage" discoveries are a potential show-stopper. The current listed components and locations are not adequately scheduled. Indeed the Phase 1 contractor is expected to inform the client if any are discovered during the Phase 1 works.

This level of uncertainty in terms of liability; cost and of the future program impacts (heritage liaison and implementation timeframe); methodology and specification of reinstatement; which "epoch/year" is the reinstatement meant to reflect; is it simply visually recreated or truthfully reconstructed; is it for a part of the ceiling or can the majority be left as is – as a reminder of the NOW! ; is it just the ceiling – or extended to columns, bulkheads, lighting, etc, etc; who bears the cost of (unbridled) works and the associated heritage teams costs likely to be required, etc.are all unanswerable questions before the submission date.

Furthermore, the building envelope within which the Heritage asset is set is environmentally inadequate. It is within an uninsulated shed which could create detrimental conditions once future use and visitors begin to occupy the space again. Therefore the works and costs required to bring this space into compliance relative to the asset could be significant.

The advice would be to remove this as an operator item until such time that all of the above is known about and an agreed recording, dismantling, repair and reconstruction approach is agreed and any built envelope costs are ascertained. With this assured knowledge then an adjustment to the operator business model can be reissued accordingly and/or included in the Phase 1 works (preferred option).

*****There is a note however (see Section H) stating that the internalised half of the "insulated New Office Space" and the adjacent Listed Ceiling Space is designated SPACE UNUSED IN PHASE 1. Does that mean it is outside of the operators use jurisdiction or not?*

There are additional "historic" elements loosely mentioned in notes for the Event Space – such as integration of lighting proposal into historic ceiling..... Is this a Listed element?

- Does the embedded ducting sizes and aspect ratio have enough flexibility for MEP sub-contractor implementation – particularly if constrained by the historic ceiling criteria. Also does overall environmental strategy provide adequate initial and future use types capacity.
- I can't locate the primary and secondary plant rooms on the plan. Even if they were shown – statistics prove they would need increasing. But they need to be shown and with flexibility and increasability and access ease for maintenance etc. Down time is crippling and therefore ease and safe efficiency is paramount.
- The Good Yard/Back of House is located – is this big enough for ALL eventualities. Normal servicing appears fine BUT it's the unusual occurrences like ride extraction, etc.
- Potential requirement for secondary glazing in external wall to Events Space is noted in Phase 1 contractor notes – so is it in or out?
- The External boundaries – are varied and specific. Important that you receive the property in a secure manner – however, it should not be achieved in an ad-hoc or unattractive or maintenance intensive manner. All fences, etc cost money – therefore the cost of an unattractive/inappropriate fence could be a significant contribution to a superior version. In particular the fence line facing the car park is the majority of guest's first impression – therefore it should be attractive, welcoming and even deemed as announcing DREAMLAND – particularly as we are penetrating that fence line as a primary entrance. Equally, the location and geometry of the fence line is important as the safe distance from the Scenic Railway is a consideration. The space created between the fence and Scenic railway could provide a useful "cul-de-sac" type attraction which doubles as a boundary landscape – perhaps a crazy golf type experience based on the DREAMLAND rides with the 18th Hole being the Scenic Railway with the balls running down the track and disappearing to safety.
- The External facades – Roofs and Walls – most are being provided with replaced or remediated/painted elevations, roofs and gutters. The BReg façade performance across the complex is not likely to achieve 365 occupancy/use. Therefore, we can either contribute to a superior cladding system when they strip and replace or retro-fit internally (refer to Section H – New Office Space – peculiarly only improving half the area). However, the need to comply is important/mandatory for most of the uses anticipated. Therefore the coordination (which is always preferable) or retro-fitted is a cost.
- The most tricky scenario is the Listed ceiling/associated built elements which appears to be in a non-compliant environment – which means the "heritage asset" is vulnerable as well as any use that the operator may wish to carry out is compromised. So as stated above a fully integrated,

approach/methodology needs to be agreed in order to record, dismantle, refurbish, protect and enjoy this asset for years to come.

- The other complicated façade is to the Ball Room which was reported to be so close to structural limit that any additional insulation load would compromise its structural stability. This therefore compromises the unhindered future use of perhaps the best space to be handed over.
- The External space – Within secure line and car parking and adopted/public realm – the car park is an important asset. Parking absorbs/receives the majority of arriving visitors. It's the first impression so needs to feel safe and secure – including the leaving of vehicles during the time in the facility. Therefore the perception and reality of the; surface, organisation, management and security must portray and deliver. Equally lighting and safe pathways need to be provided. The secondary parking area needs some work to create both a decent parking environment (regardless of its "overflow" function) whilst providing a secondary function as an events space. The level of event infrastructure is difficult to ascertain at this point BUT good surface, utilities "plug and play" network and lighting need to be considered.
- The Park "treatment" arrangements – these are as issued by the Trust/TDC. The commitment to the number of HLF rides , etc seems to be falling short. They have to achieve this, however the content mix and experience ratio profile probably requires a number of large items to balance this and attract the visitor mix anyway. Certainly the ability to convert/upgrade heritage rides to comply with access/DDA legislation will need the "augmenting" content provided by the operator to satisfy this.

The questions asked at the walk-around covered most eventualities, liabilities, etc. Whether these are convincing or not, show-stoppers or not!!!! You probably have a better feel.

- Floor finishes – save for the vinyl areas in Event Space and associated areas ALL others are to be provided ready to receive the finishes – either specified by HemDes (funded within the HLF/Trust budget) or the operator. Obviously the HemDes treatments will need to be approved by the operator and possibly reciprocated by HemDes for "brand integrity". The requirement for insulated floors (similar to the new works in Event Space) may be required as an overall energy performance strategy to achieve
- Wall finishes – similar as above for wall finishes. The only either/or here is whether the internal surface is provided by a "composite façade" provided as a shared contribution OR as a retro-fit.
- Ceiling finishes – again the hand-over provision is limited – so the integration of lighting and other services will not be coordinated. Therefore the industrial-chic style of the café space is really an alibi to not providing anything. It probably works visually but if you did not want this style then a further layer of fit-out is required.

We have covered the heritage ceiling issue above in a number of ways.

- Integration of HemDes fit-out – obviously this is a 2 way street however, from the "design code" the ideas will work well and possibly lends a brand level to the facility within a relatively restrictive budget. Clearly a rapid coordination and information release/sign-off program will be required to ensure that the HemDes design and procurement is not synchronised to the operators timeframe.
- Services – Utilities, Environmental/task, user requirements, data/comms, etc. – this appears to be basic and perhaps even not adequate overall to be received by the operator. Again a period of coordination to gain advantage from services Phase 1 contract should be sought.

Areas and Costs

From the photo I sent of the potential sketch layout of the internal spaces - the following outline areas are apparent. We have attempted to obtain outline/range costs from a QS. AS always these costs will be perceived as high – simply because limited information attracts a Prime Cost attitude. We are sure these can be improved upon by careful and savvy operator procurement.

Internal Spaces and Entrances

Events Space = 425sqm

Toilets and Café Support = 300sqm

Café Space = 300sqm

Concourse = 575sqm

General Store = 50sqm

Retail Space = 150sqm

Hub (new concept) = 400sqm

Hub circulation (active experience and circulation) = 250sqm

Children Area Lobby = 125sqm

New Office (insulated) = 230sqm

New Office (un-insulated) = 370sqm

External Secure Space (possible goods yard) = 350sqm

External un-Secure Space = 200sqm

Remaining Heritage Ceiling Space = 600sqm

Kiosk Space = 100sqm

****Assuming therefore that the total area of operated internal space is = 3875sqm

Plus Back of House Yard, etc. = 4425sqm

Therefore assume **4500sqm** of space to be refurbished and/or upgraded and/or finished and/or infrastructure – remembering we have little to no reference in terms of design

Applying a range of costs across this - £1000 - £1750 per sqm

Project costs could be in the range of **£4,500,000 - £7,875,000**

External Canopy to Scenic Railway Entrance = 250sqm @ £500/sqm = £125,000

External Canopy to Concourse Entrance = 250sqm @ £500/sqm = £125,000

External Spaces

Car park = Car Park face lift (approx. 9000sqm; for rubbish clearance, tree surgery, tarmac patching, barriers, pay&display, lines; excluding lighting, perimeter fencing and security) = £200,000

Overall Themed Park assumed to attract average costs of £50/sqm x 16500 = £825000

- Other Assumptions *** (provided by knowledgeable QS incorporated into whole)
- Shop fit out (approx. area 150m2) - £175,000 including operational equipment?
- Harry Ramsdens-type restaurant fit out (150 covers) - £750,000 including FF&E?
- Regen kitchen (5 ovens + prep area and servery) - £250,000?
- High tech marque/canopy (150 covers inside and 50 covers outside, including servery, say 250m2) - £400,000?
- Trailer-type catering kiosk – say £60,000 each x 3no. = £180,000?
- Amphitheatre (for 800-1,000 people seated) - (Terra forming/extent of cover/surfaces/seating/stage/lighting and sound?) = £250,000?
- **Potential Grand Total = £5,775,000 - £9,150,000**

***This equates to an overall rate per sqm across whole property = £200 - £300 per sqm



Appendix 3

Draft Lease



Dated 2015

Thanet District Council
and
Sands Heritage Limited

Lease

in relation to Dreamland Heritage Amusement Centre, Marine Terrace, Margate,
Kent

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Prescribed clauses

LR1	Date of Lease
LR2	Title number(s)
LR2.1	Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> K975737 (as to part) [] and K975684
LR2.2	Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> None
LR3	Parties to this lease <i>Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom, including any prefix.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">Landlord:</div> <div>Thanet District Council of Cecil Street, Margate, Kent CT9 1XZ</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">Tenant:</div> <div>Sands Heritage Limited a corporation organised and existing under the laws of England and Wales whose registered office is at Bridge House, 4 Borough High Street, London Bridge, London, SE1 9QR company registration number 09094163</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">Other parties: <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></div> <div>None</div> </div>
LR4	Property <i>Insert a full description of the land being leased or refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described. Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified. In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause will prevail.</i> Firstly, the premises known as land known as Dreamland Heritage Amusement Centre, Marine Terrace, Margate, Kent shown [edged red] on the Plan (defined in clause 1.1) including all buildings, erections, structures, Plant (defined in clause 1.1), fixtures, fittings, things including The Phoenix Heritage Railway and all appurtenances of the premises together with all additions, alterations and improvements to them which are carried out during the Term (defined in clause 1.1) but excluding the Cinema, the Cinema Structure and any

	<p>Rides located on the Property at the date hereof; and</p> <p>Secondly:</p> <p>All those premises on the [lower ground] floors of the Cinema shown [edged red on plans [] and [] and the loading bay and service area shown edged [] on plan [] and the ballroom shown [edged] on plan [] including:</p> <ul style="list-style-type: none"> the interior facing and plaster of any walls and floors which form a boundary of the Premises with the Cinema and the Cinema Structure but not the joists or ceiling structures or other structural parts supporting them; any Conduits exclusively serving the Premises; <p>but excluding:</p> <ul style="list-style-type: none"> the Cinema; the Cinema Structure; [TBC]
LR5	<p>Prescribed statements etc.</p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement. In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>
LR5.1	<p>Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>None.</p>
LR5.2	<p>This lease is made under, or by reference to, provisions of:</p> <p>None.</p>
LR6	<p>Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i> <i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p> <p>The term is as follows:</p> <p>99 years commencing on and including the date hereof.</p>
LR7	<p>Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p> <p>None</p>

LR8	<p>Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.</i></p> <p>This lease contains a provision that prohibits or restricts dispositions.</p>
LR9	<p>Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p> <p>None</p>
LR9.1	<p>Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None.</p>
LR9.2	<p>Tenant's covenant to (or offer to) surrender this lease</p> <p>None.</p>
LR9.3	<p>Landlord's contractual rights to acquire this lease</p> <p>None.</p>
LR10	<p>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p> <p>None.</p>
LR11	<p>Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>
LR11.1	<p>Easements granted by this lease for the benefit of the Property</p> <p>See Schedule 1</p>
LR11.2	<p>Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>See Schedule 2</p>
LR12	<p>Estate rentcharge burdening the Property</p>

	<p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p> <p>None</p>
LR13	<p>Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p> <p>None</p>
LR14	<p>Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements. If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p> <p>None.</p>

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this Lease the following words and expressions have the meaning specified except when expressly stated to the contrary.

Accessway means the accessway shown coloured [] on the Plan;

Asbestos Regulations mean the Control of Asbestos Regulations 2012 (SI 2012/632) and any other regulations from time to time concerning the control of and exposure to asbestos under the Health and Safety at Work etc Act 1974;

Base Rate means the base lending rate for the time being of The Royal Bank of Scotland plc or such other member of Chaps Clearing Company Limited nominated from time to time by the Landlord or if the base lending rate is abolished such other rate as the Landlord will from time to time reasonably determine;

Basic Rent means the Turnover Rent payable in accordance with Schedule 7 and where relevant the Additional Rent payable in accordance with Schedule 8;

Cinema means that part of the Estate shown [] on Plan 2;

Cinema Access Route means [TBC];

Cinema Structure means (in respect of the building on that part of the Estate shown coloured purple only):

(a) the entirety of the roofs and foundations of the building;

(b) the entirety of all floors and ceilings but excluding the floor finishes the raised floors and their supports and the void beneath the raised floors and also excluding the ceiling finishes any suspended ceilings and the void above any suspended ceilings;

(c) the entirety of all external walls but excluding the plasterwork and decorative finishes applied to the internal faces of such walls;

(d) the entirety of all load-bearing walls pillars and other structures but excluding the plasterwork and decorative finishes applied to the faces of such walls pillars and other structures;

(e) all glazing window frames and window furniture in the windows which form part of the external envelope of the building but not the internal decorative surfaces of those windows frames and window furniture; and

(f) all other parts of the structure of the building not referred to in the preceding paragraphs (a) to (e);

Common Parts means the areas edged green on Plan 2;

Concession Agreement means a concession agreement relating to the Property of even

date and made between the Landlord (1) and the Tenant (2);

Conduits means all or any of the sewers, drains, channels, gutters, gullies, ducts, pipes, wires, cables, watercourses and any conducting media now laid or during the Term laid, over or under the Property or serving them now or during the Term;

Environment means all or any of air, water and land including any within buildings and any other natural or man-made structures above or below ground;

Environmental Law means all rules of common law, principles of equity and rules of any court or other tribunal of competent jurisdiction, all statutes, standards or codes that have the force of law, all notices, directions, impositions or requirements of any competent authority relating to the protection of human health and safety, the protection of property and proprietary rights or the protection of the Environment or the generation, transportation, storage, use, treatment or disposal of Hazardous Substances;

EPC means an Energy Performance Certificate pursuant to the Energy Performance of Buildings (Certificates and Inspections) (England And Wales) Regulations 2007 (SI 2007/991) as amended by the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) (Amendment) Regulations 2011 (SI 2011/2452) (**the EPC Regulations**)

Estate means the Dreamland Site shown bordered in yellow line on Plan 2;

Grant means the Heritage Lottery Fund grant awarded on 17 January 2012 and the CABA grant under the Funding Agreement dated 1 February 2010 with unique reference number SC3005 assigned to the Secretary of State for Culture, Olympics, Media and Sport on 31 March 2011;

Grant Funder means the National Lottery, the Secretary of State for Culture, Media and Sport and their successors and assigns;

Hazardous Substance means waste (as defined in the Environmental Protection Act 1990) and any substance whatsoever in any form (whether alone or in combination with any other substance) which is capable of causing harm to man or to any living organism supported by the Environment or of damaging the Environment or public health or welfare or the presence of which would be a breach of any Environmental Law;

Lawful Occupier means any persons in the Property expressly or impliedly with the Tenant's authority, including any tenants under any sub-leases granted otherwise than in breach of this Lease and their respective workmen, agents, employees and visitors;

Losses means all liabilities incurred by the Landlord, all damage and loss suffered by the Landlord, all damages, compensation and penalties awarded against the Landlord, all claims, demands, actions and proceedings made or brought against the Landlord, all fees, costs and expenses incurred by the Landlord;

Minimum Opening Times means a minimum of 180 days in each calendar year and otherwise in accordance with industry prevailing times and all licence and planning conditions;

Neighbouring Property means any land or building (whether belonging to the Landlord or

not) adjoining, or adjacent to the Property, including the Cinema;

Permitted Part means a self-contained part of the Property which is reasonably capable of separate beneficial occupation and use;

Phoenix Heritage Railway means [];

Plan means Plans [1], [2] and [3] attached to this Lease;

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008 and any similar legislation;

Plant means includes (without limitation) lifts, lift machinery, hoists, boilers and other space and water heating machinery and equipment, air conditioning plant, connecting piping, radiators, hot or cold water storage vessels, calorifiers, steam or air pressure vessels, oil firing equipment, motor valves and pumps and lighting machinery and equipment on the Property (other than Tenant's fixtures and fittings);

President means the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf;

Property means the premises specified in prescribed clause LR4;

Residential Areas means [];

Schedule of Condition means [];

Surveyor means the surveyor for the time being of the Landlord who shall be a chartered surveyor and may be a person employed by or connected with the Landlord and who will act as an expert unless otherwise specified in this Lease or directed by the Landlord;

Summer Parking Area means that part of the Property shown [edged blue] on Plan 1;

Summer Parking Period means a continuous period of six weeks commencing on the first day of school summer holidays as prescribed by Kent County Council from time to time;

Rides means [*Note: list to be finalised*] but excluding The Phoenix Heritage Railway;

Tenant's Works means [];

Term means the term described in prescribed clause LR6;

Third Party Rights means all rights, covenants and restrictions affecting the Property including (but only so far as they affect or relate to the Property) the matters referred to in the property and charges registers maintained at H M Land Registry under title numbers K975684 and K975737 save for any financial charges and/or contained or referred to in the documents set out in Schedule 3;

This Lease means this deed and any document which is supplemental to or collateral with

it or which is entered into pursuant to or in accordance with its terms;

Uninsured Risks means a risk that ceases to be an Insured Risk because insurance is unavailable or ceases to be available on normal commercial terms and rates in the UK insurance market;

VAT means value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax; and

Working Day means any day, which is not a Saturday, Sunday or a statutory or public holiday and **Working Days** shall be construed accordingly.

1.2 Interpretation

- 1.2.1 Where there are two or more persons included in the expression the Tenant or the Landlord covenants and obligations entered into by the Tenant or the Landlord will be deemed to be entered into by such persons jointly and severally.
- 1.2.2 Where there are two or more persons included in the expression the Tenant covenants and obligations entered into by the Tenant will be deemed to be entered into by such persons jointly and severally.
- 1.2.3 Where there are two or more persons included in the expression the Landlord an event or something will be deemed to have occurred if it happens to any one of them for the purposes of this Lease.
- 1.2.4 Where there are two or more persons included in the expression the Tenant an event or something will be deemed to have occurred if it happens to any one of them for the purposes of this Lease.
- 1.2.5 References in this Lease to any legislation are to that legislation as extended, modified, amended, re-enacted or replaced at the date upon which its construction is relevant for the purposes of this Lease and not as originally enacted or as at the date of this Lease.
- 1.2.6 References generally to legislation include statutory instruments, regulations and other derivative legislation and any regulation or other legislation of the European Union that is directly applicable in England and Wales and include existing legislation and that which comes into effect during the Term.
- 1.2.7 Any covenant by the Tenant not to do or omit any act or thing will be taken to include a covenant not to suffer or permit the doing or omission of that act or thing.
- 1.2.8 The expression the Landlord means the person for the time being entitled to the reversion immediately expectant on the end of the Term howsoever determined.
- 1.2.9 The expression the Tenant includes the Tenant's successors in title.
- 1.2.10 The headings above the clauses and the contents pages of this Lease are for reference only and will not affect its construction.

- 1.2.11 Any reference to a clause or schedule without further designation will be a reference to a clause or schedule of this Lease.
- 1.2.12 Any reference to a prescribed clause without further designation is to the relevant prescribed clause LR1 to LR14 (inclusive) appearing immediately after the contents table in this Lease.
- 1.2.13 Any consent required by the Tenant from the Landlord under this Lease is to be by deed to be valid unless stated otherwise or unless the Landlord confirms otherwise in writing.
- 1.2.14 Where the Tenant is required to obtain the Landlord's consent before doing something it will be deemed to need also the written consent of any mortgagee of the Landlord's interest in the Property unless the Landlord says otherwise.
- 1.2.15 References to the end of the Term mean the date the Term ends whether by effluxion of time or earlier termination by any means.
- 1.2.16 For the purposes of this Lease, two companies are members of the same group if one of them is the subsidiary of the other, or both are subsidiaries of a third company, subsidiary having the meaning given to it in section 1159 of the Companies Act 2006 and Group Company will be construed accordingly.
- 1.2.17 Where the Landlord and any persons authorised by the Landlord have the right to enter the whole or any parts of the Property for any lawful purpose permitted by this Lease, any obligations on the part of the Landlord to make good any damage caused to the Property shall also impose an obligation to make good any damage caused to the fixtures fittings apparatus equipment and any other object or item belonging to the Tenant and/or any Lawful Occupier.

2 Demise and rents

- 2.1 In consideration of the rents payable under this Lease and of the covenants on the part of the Tenant and of the conditions contained in this Lease the Landlord:
 - 2.1.1 lets the Property to the Tenant for the Term;
 - 2.1.2 grants to the Tenant the rights set out in Schedule 1; and
 - 2.1.3 excepts and reserves the matters set out in Schedule 2.
- 2.2 This Lease is subject to the matters mentioned in the deeds and documents set out in Schedule 3.
- 2.3 The Tenant will pay the Basic Rent in accordance with the provisions of Schedule 8.
- 2.4 The Landlord reserves as further and additional rent and the Tenant is to pay during the Term:
 - 2.4.1 all monies payable by the Tenant pursuant to Schedule 6 Part 1;
 - 2.4.2 the sums specified in Schedule 9 as payable by the Tenant;

- 2.4.3 interest on any unpaid rents or other sums due under this Lease such interest to be calculated at the rate of 4% above the Base Rate from and including the day upon which the payment in question was due until the date it is actually paid;
 - 2.4.4 the monies expended by the Landlord by way of remedy of default of the Tenant in compliance with its obligations under this Lease; and
 - 2.4.5 any VAT chargeable on the Basic Rent and sums reserved as additional rent by this Lease.
- 2.5 Any rents payable in respect of any period of less than a year and/or paid for a period extending beyond the end of this Lease are to be apportioned on a daily basis and an appropriate refund made to the Tenant if the rents have been paid in advance.

3 Tenant's covenants

The Tenant covenants with the Landlord as follows:

3.1 Rent

- 3.1.1 The Tenant will pay the rents reserved by clause 2 at the times and in the manner required by this Lease without any deduction or set off.
- 3.1.2 If the Landlord so requires the Tenant will pay the rents reserved by clause 2 by BACS or other automated transfer.

3.2 Outgoings

- 3.2.1 The Tenant will pay and will indemnify the Landlord against all existing and future rates, taxes, levies, costs, charges, outgoings and impositions (of whatever nature) payable during the Term in respect of the Property, its use or occupation (including energy consumption) and any works carried out to the same which are now or may at any time be assessed, charged or imposed on the Property or on the owner or occupier of them except those which are payable by the Landlord in connection with any dealing with the reversion to this Lease or occasioned as a result of the rents payable under it.
- 3.2.2 In the absence of direct assessment, charge or imposition on the Property, the Tenant will pay to the Landlord a fair proportion of them as determined by the Landlord acting reasonably.
- 3.2.3 The Tenant will pay to the relevant suppliers all charges (including meter rents and standing charges) for all services including without limitation water, sewerage, electricity, gas, telecommunications and other data-communication services and all other utilities used at, removed from or supplied to the Property.
- 3.2.4 The Tenant will comply with all requirements and regulations of the relevant suppliers related to
 - (a) the services referred to in clause 3.2.3; and

(b) all appropriate installations and equipment at the Property.

3.2.5 The Tenant will indemnify the Landlord against any loss to the Landlord of void rating relief arising because the Property is vacant after the end of the Term (howsoever determined) and such relief has already been allowed to the Tenant.

3.3 **Repair and decoration**

3.3.1 The Tenant will:

- (a) put and keep the Property in good and substantial repair condition and decoration [save that the Tenant is under no obligation to keep the Property in any better state of repair and condition than that as is evidenced by the Schedule of Condition];
- (b) put and keep all Rides on the Property in good and substantial repair and in good working order [save that the Tenant is under no obligation to keep the Rides in any better state of repair and condition than that as is evidenced by the Schedule of Condition];
- (c) ensure that all windows in the Property are cleaned on a regular basis; and
- (d) put and keep the Summer Parking Area in a state and condition reasonably suitable for the exercise by the Landlord of the reservation referred to Schedule 2 Paragraph 6 during the Summer Parking Period;

3.3.2

- (a) The Tenant's obligation under this clause 3.3 does not extend to damage by the Insured Risks (as defined in Schedule 6) against which the Landlord has at the relevant time insured except to the extent that the insurance money cannot be recovered because of any act or default of the Tenant or any Lawful Occupier.
- (b) The Tenant's obligation under this clause does not extend to damage by any Uninsured Risk.

3.3.3 The Tenant will at its own cost enter into and maintain contracts with persons experienced in such matters to inspect, maintain and repair any Plant and will supply copies of such contracts to the Landlord on request.

3.3.4 The Tenant will at least in every third year of the Term and in the last six months of the Term (howsoever determined) prepare, paint or otherwise appropriately treat with good quality materials and in a good and workmanlike manner all the outside surfaces of the buildings on the Property usually or requiring to be prepared, painted or otherwise treated. The Tenant will obtain the prior written approval (such approval not to be unreasonably withheld or delayed) of the Landlord to the tints, colours and patterns of all such works of painting and treating in the last six months of the Term (howsoever determined).

- 3.3.5 The Tenant will in at least every fifth year of the Term and in the last six months of the Term (howsoever determined) prepare, paint or otherwise appropriately treat with good quality materials and in a good and workmanlike manner all the inside surfaces of the buildings on the Property usually or requiring to be prepared, painted or otherwise treated. The Tenant will obtain the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed) to the tints, colours and patterns of all such works of painting and treating in the last six months of the Term (howsoever determined).

3.4 **Keep clean and tidy**

The Tenant will:

- 3.4.1 keep the Property clean and tidy and clear of all rubbish;
- 3.4.2 arrange for the removal of refuse (if no such receptacles are provided) by an appropriate person;
- 3.4.3 prepare the refuse for collection as directed by the Landlord if the Landlord acting reasonably considers that the Tenant is not dealing with refuse appropriately; and
- 3.4.4 not burn any refuse on or near the Property.

3.5 **Permit access**

- 3.5.1 The Tenant will permit the Landlord, the Grant Funder and all persons authorised by the Landlord or the Grant Funder to enter the whole or any part or parts of the Property and to remain upon the same for as long as is reasonably necessary in order to:

- (a) view the state of repair, condition and decoration of it; and/or
- (b) ascertain whether the covenants and conditions in this Lease have been observed and performed.

subject to the person so entering making good any damage caused to the Property promptly to the reasonable satisfaction of the Tenant.

- 3.5.2 The Landlord will give the Tenant at least 24 hours' prior written notice of its intention to exercise the right of entry but no notice will be required in the case of emergency or genuine urgency.

3.6 **Repair on notice**

- 3.6.1 The Tenant will commence making good any defect in repair, maintenance, decoration, cleansing or condition of the Property for which the Tenant is liable under this Lease within two months after service on the Tenant of a notice specifying such work (or sooner if the notice to the Tenant reasonably requires it) and will complete such work promptly thereafter.
- 3.6.2 If the Tenant fails to comply with any notice served under clause 3.6.1 within two months (or such other period specified in the notice) the Landlord, its

workmen and others authorised by the Landlord may enter the Property to remedy such breach.

- 3.6.3 The Tenant will pay to the Landlord as a debt the cost to the Landlord of and incidental to the works and other steps taken by the Landlord or on its behalf to remedy the breach in exercise of the right in clause 3.6.2 or otherwise.

3.7 Yield up

- 3.7.1 Before the end of the Term:

- (a) (if reasonably required by the Landlord) the Tenant will remove all internal, non-structural partitioning in buildings on the Property and all Tenant's fixtures, fittings, machinery and signs and all property of the Tenant at the Property and will reinstate any works which accommodated them; and
- (b) if the Landlord so reasonably requires, the Tenant will remove such other alterations made during the Term or any preceding period of occupation by the Tenant as the Landlord may require but provided that for the avoidance of doubt the Property will be yielded up with the Tenant's Works in situ; and

the Tenant will make good all damage caused by works carried out in compliance with this clause 3.7.

- 3.7.2 The Tenant will carry out all works under this clause 3.7 in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Landlord or the Surveyor.

- 3.7.3 At the end of the Term the Tenant will:

- (a) quietly yield up the Property to the Landlord with vacant possession in a condition consistent with due performance and observance by the Tenant of all of its obligations contained in this Lease; and
- (b) deliver to the Landlord the Health and Safety files, operation and maintenance manuals, guarantees and test, inspection and servicing certificates and records in respect of the Property and any Plant and fixtures and fittings at the Property.

- 3.7.4 If the Tenant fails to comply with this clause 3.7 the Tenant will pay to the Landlord as a debt the cost to the Landlord of remedying the breach and also a sum calculated at a rate equal to the rents payable under this Lease immediately prior to the end of the Term in respect of a reasonable period to remedy the breach.

- 3.7.5 The Tenant will remove any property of the Tenant remaining in the Property at the end of the Term within ten Working Days after being requested to do so by the Landlord. If the Tenant fails to comply with such request, the Landlord may as agent of the Tenant, sell or otherwise dispose of such property. The Landlord will hold the proceeds of such sale, after deducting the costs and

expenses of removal, storage and sale reasonably and properly incurred by it, to the order of the Tenant for a period of three months. At the end of such period, if the Tenant has not given written notice to the Landlord directing payment out of such sale proceeds, they will belong to the Landlord absolutely.

- 3.7.6 The Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property has been sold by the Landlord in the bona fide mistaken belief (which is to be presumed unless the contrary be proved) that it belonged to the Tenant and was liable to be dealt with under this clause 3.7.

3.8 **Pay fees**

- 3.8.1 The Tenant will pay to the Landlord on written demand all proper costs, fees and expenses incurred by the Landlord arising out of or in connection with or in reasonable contemplation of:

- (a) any application by the Tenant in connection with the Property or this Lease whether granted, lawfully refused, withdrawn or granted subject to conditions and any deeds and documents prepared in connection with such application;
- (b) any breach by the Tenant of this Lease or any notice or proceedings (whether under Sections 146 or 147 of the Law of Property Act 1925 or otherwise) requiring the Tenant to remedy any breach of this Lease even if any right of re-entry or forfeiture has been waived by the Landlord or if the Tenant subsequently remedies the breach or is granted relief from forfeiture is avoided otherwise than by relief granted by the court;
- (c) the preparation and service of a schedule of dilapidations during the Term or within six months after the end of the Term;
- (d) the supervision of the making good of any defects and wants of repair or decoration;
- (e) the recovery of arrears of any rents or other sums payable under this Lease;
- (f) the enforcement of any covenant or obligation of the Tenant under this Lease; or
- (g) the abatement of any nuisance which the Tenant is responsible to abate and the execution of all works necessary to abate such nuisance; and/or
- (h) any of the matters mentioned in clause 3.24.

- 3.8.2 If any work is done by the Landlord (or by any person connected with or employed by it) rather than an independent person, such costs, fees and expenses will be deemed to be a reasonable fee not exceeding that which might properly have been charged for the same work by an independent person competent to deal with that work in the ordinary course of his business.

3.9 Nuisances

- 3.9.1 The Tenant will not bring or keep on, or emit from, the Property or any land over which the Tenant enjoys rights or amenities anything which is or which may cause nuisance, damage, disturbance or annoyance to any person or which may be injurious to the value, amenity or character of the Property or Neighbouring Property but the Landlord acknowledges that the use of the Property for the purposes permitted under this Lease shall not be in breach of this clause.
- 3.9.2 The Tenant will not commit any wilful or voluntary waste, spoil or destruction in or upon the Property.
- 3.9.3 The Tenant will not overload any part of the structure of any buildings on the Property any installations or any of the Plant.
- 3.9.4 The Tenant will not allow to pass into the Conduits any noxious or deleterious effluent or other substance which might cause an obstruction in or injury to those Conduits or might be a source of danger and will forthwith remedy any breach of this clause to the reasonable satisfaction of the Landlord.
- 3.9.5 The Tenant will not:
- (a) keep any bird or animal on the Property except as may arise in connection with the use of the Property permitted under clause 3.10;
 - (b) keep any drugs unlawfully on the Property;
 - (c) use the Property for any use which is illegal, immoral, dangerous or offensive;
 - (d) use the Property for residential purposes except the Residential Areas where such use is ancillary to the uses permitted by clause 3.10.1.

3.10 Use

- 3.10.1 The Tenant will not use the Property otherwise than as an amusement park with associated retail leisure office and ancillary uses including for the holding of temporary events (including funfairs and travelling circuses) together with (provided that such uses are ancillary to the primary use of the Property as an amusement park) catering for visitors to the Property or other permitted event, concerts, retail, games, stalls, sideshows, refreshment, education, training and volunteering facilities.
- 3.10.2 None of the provisions of this Lease about use of the Property or in any consent granted by the Landlord under this Lease will imply or warrant that the Property may lawfully be used under the Planning Acts for such use.
- 3.10.3 The Tenant will be entitled to have access to the Property at all times (24 hours a day 365 days a year).

3.11 Signs

The Landlord and the Tenant shall liaise with one another to agree a policy on signage advertisements and other visible promotional material on the Property having regard to and taking into account the role responsibility and obligations of each party and the use of the Property permitted under this Lease.

3.12 Alterations

3.12.1 The Tenant will not:

- (a) make any additions to the Property except as permitted under this clause 3.12;
- (b) unite the Property with any Neighbouring Property; or
- (c) make any alteration to the Property or to the Conduits except as permitted by the provisions of this clause 3.12.

3.12.2 The Tenant may:

- (a) make internal, non-structural alterations to buildings on the Property;
- (b) make external and structural alterations to buildings on the Property; and
- (c) install and remove rides, booths and stalls at the Property in connection with the user permitted by clause 3.10;

subject to the Tenant first obtaining the written consent of the Landlord, such consent not to be unreasonably withheld or delayed and subject to the Tenant complying with the remaining provisions of this clause 3.12.

3.12.3 Before carrying out any permitted alterations the Tenant will:

- (a) obtain all necessary consents of any competent authority and will pay all charges of any such authority connected to or for those consents;
- (b) give the Landlord drawings and written specifications in duplicate showing the proposed alterations in sufficient detail for the Landlord to consider fully the Tenant's application for consent;
- (c) enter into such covenants as the Landlord may reasonably require about the alterations;

3.12.4 If required by the EPC Regulations the Tenant shall obtain a valid EPC in respect of any works of alteration to the Property and deliver a copy to the Landlord (together with details of the reference number of such EPC if not apparent from the copy) within 10 Working Days of such EPC being issued.

3.12.5 If any alterations made by the Tenant invalidate a valid EPC for any Neighbouring Property (or any part thereof) held by the Landlord of which the Tenant has prior written notification or adversely affects the asset rating in any

such EPC then the Tenant shall indemnify the Landlord in respect of the reasonable expenses properly incurred in respect of the cost of a new and valid EPC for the Neighbouring Property.

- 3.12.6 Without limiting any other provisions of this Lease the Tenant will comply with all necessary consents of any competent authority relating to any works the Tenant carries out at the Property.
- 3.12.7 The Tenant will not make any connection with the Conduits except in accordance with plans and specifications previously approved by the Landlord and with the appropriate consent of any competent authority, undertaker or supplier.
- 3.12.8 Notwithstanding the provisions of this clause 3.12 the Tenant shall without the consent of the Landlord be entitled to:
- (a) make alterations or additions to the Property which do not affect the structural integrity of any buildings on the Property; and
 - (b) make alterations or additions to the Conduits in support of the use of the Property permitted by this Lease; and
 - (c) install alter remove any non structural partitioning; and
 - (d) make minor alterations to ducting cabling ceiling and wall tiles and coverings

provided that the Tenant shall notify the Landlord prior to the commencement of any such alterations and shall provide as built drawings as soon as reasonably practicable following completion.

3.13 **Assignment**

- 3.13.1 The Tenant will not assign the whole of this Lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 3.13.2 The Tenant will not assign part only of this Lease.
- 3.13.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the Landlord and Tenant Act 1927, the Landlord may refuse its consent to an assignment if any of the circumstances set out in clause 3.14.4 prevail at the date of the Tenant's application for consent to assignment or, if any arise before completion of the assignment, the Landlord may revoke any consent given.
- 3.13.4 The circumstances mentioned in clause 3.14.3 are that:
- (a) the Basic Rent or other money due under this Lease is outstanding or there is any other breach of covenant by the Tenant that has not been remedied;
 - (b) in the reasonable opinion of the Landlord the assignee is not of sufficient financial standing to enable it to comply with the tenant's covenants and conditions contained in this Lease throughout the Term;

(c) the assignee and the Tenant are Group Companies;

3.13.5 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to any of the conditions specified in clauses 3.13.6 and 3.13.7.

3.13.6 The conditions mentioned in clause 3.13.5 are:

(a) that on completion of the assignment, the assignee enters into a concession agreement with the Landlord in substantially the same form as the Concession Agreement;

(b) the Tenant and any relevant former tenant (defined below) executes and delivers to the Landlord an authorised guarantee agreement before the earlier of (a) any assignment; and (b) the giving of occupation to the assignee. Any authorised guarantee agreement required pursuant to this clause 3.13.6 is to be in terms set out in Schedule 4 subject only to such amendments as may be necessary to take account of changes in law since the date of this Lease or such amendments as the Landlord reasonably requires. In this clause 3.13.6 relevant former tenant means any former tenant who by virtue of the Landlord and Tenant (Covenants) Act 1995 section 11 was not released on an earlier assignment of this Lease;

(c) if reasonably required by the Landlord a person or corporation of standing acceptable to the Landlord enters into a guarantee and indemnity by deed, in the form set out in Schedule 5 subject only to such amendments as may be necessary to take account of changes in law since the date of this Lease or such amendments as the Landlord reasonably requires or in terms from time to time reasonably determined by the Landlord. It is agreed that a person or corporation will not be of acceptable standing if that person is resident in (or being a corporation is registered in) a jurisdiction in which a court order obtained in England and Wales will not be enforced;

(d) if reasonably required by the Landlord the assignee executes and delivers to the Landlord prior to the assignment a rent deposit deed for such sum as the Landlord may reasonably determine in such form as the Landlord may reasonably require together with the payment by way of cleared funds of the sum specified in the rent deposit deed if reasonably required to do so by the Landlord;

3.13.7 Nothing in this clause will prevent the Landlord from giving consent subject to any other reasonable condition or refusing consent to an assignment in any other circumstance, where it is reasonable to do so.

3.14 Underletting

3.14.1 The Tenant will not underlet the whole of the Property.

- 3.14.2 The Tenant will not underlet a Permitted Part, except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld or delayed. An application for consent is to be accompanied by full written details of the proposed underletting including the annual rent, the service charge (if any) and all other payments to be made by the intended undertenant.
- 3.14.3 Any consent of the Landlord required pursuant to this clause 3.14 must be by deed to be valid.
- 3.14.4 The Tenant will not underlet a Permitted Part:
- (a) together with any property or any right over property that is not included within this Lease;
 - (b) at a fine or premium or reverse premium; nor
 - (c) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.
- 3.14.5 The Tenant will not underlet a Permitted Part unless, before the underlease is granted, or, if earlier, before the undertenant becomes contractually bound to take the underlease, the underlease is validly excluded from the operation of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954, in accordance with the provisions of section 38A of that Act and the relevant schedules of The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and the Tenant produces to the Landlord adequate evidence of such valid exclusion as referred to in this clause. In respect of the Residential Areas, the Tenant must not grant any underlease unless it is either an assured shorthold tenancy or a service occupancy not attracting security of tenure.
- 3.14.6 Any underletting by the Tenant must be by deed and must include:
- (a) the reservation of a rent which is not less than the full open market rental value of the Permitted Part at the date it is underlet (but this will not prevent an underlease providing for a rent-free period of a length permitted by clause 3.14.4(c);
 - (b) in the case of an underlease that is not substantively registerable at HM Land Registry, a covenant by the undertenant not to register any notice of the underlease at HM Land Registry;
 - (c) a covenant by the undertenant, expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this Lease, except the covenants to pay the rents reserved by this Lease;

- (d) where relevant provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this Lease;
- (e) a condition for re-entry on breach of the underlease by the undertenant; and

and must otherwise be:

- (f) consistent with and include tenant covenants no less onerous (other than as to the Basic Rent) than those in this Lease; and
- (g) for a term that will expire more than 2 days before the end of the term of this Lease and contain breaks that operate at the same time as those contained in this Lease; and

and must otherwise be in a form approved by the Landlord, such approval not to be unreasonably withheld save that the Landlord's approval to the form of the underlease shall be deemed to have been given if the underlease is in the form or substantially the same form as the specimen underlease attached in Schedule 11.

3.14.7 In relation to any underlease granted by the Tenant, the Tenant will:

- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed; and
- (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any rents reserved by any underlease to be commuted or payable more than one quarter in advance nor allow any reduction in the rent payable under the underlease.

3.14.8 If required by the EPC Regulations the Tenant shall obtain a valid EPC in respect of any underlease of the whole of the Property and deliver a copy to the Landlord (together with details of the reference number of such EPC if not apparent from the copy) within 5 Working Days of such EPC being issued.

3.14.9 If any sub-lease granted by the Tenant invalidates a valid EPC for any Neighbouring Property (or any part thereof) held by the Landlord of which the Tenant has prior written notification or adversely affects the asset rating in any such EPC then the Tenant shall (at the option of the Landlord) indemnify the Landlord in respect of the reasonable expenses properly incurred in respect of the cost of a new and valid EPC for the Neighbouring Property.

3.15 **Concessions and Licence Arrangements**

3.15.1 The Tenant may without the consent of the Landlord grant concessions and/or licences for a period not exceeding six months to occupy any part of the Property in connection with the use of the Property permitted by clause 3.10 provided always that no relationship of landlord and tenant is established by that arrangement.

- 3.15.2 The Tenant shall provide the Landlord with full details of all and any such licences or concessions granted from time to time during the Term in accordance with the provisions of clause 3.15.1.

3.16 Charging

- 3.16.1 The Tenant will not charge the whole of this Lease without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.16.2 The Tenant will not charge part only of this Lease.

3.17 Sharing

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the Landlord and Tenant Act 1954):

- 3.17.1 for as long as that company remains within that group;
- 3.17.2 provided that no relationship of landlord and tenant or security of tenure is established that arrangement; and
- 3.17.3 the Tenant notifies the Landlord of the sharing within 28 days after it starts.

3.18 Prohibition of other dealings

Except as expressly permitted by this Lease, the Tenant will not assign, underlet, charge, part with or share possession or share occupation of this Lease or the Property or assign part with or share any of the benefits or burdens of this Lease or in any interest derived from it, whether by virtual assignment or other similar arrangement or hold this Lease or the Property on trust for any person (except pending registration of a dealing permitted by this Lease.)

3.19 Registration and notification of dealings and occupation

- 3.19.1 In this clause a Transaction is any dealing with this Lease or the devolution or transmission of, or parting with possession of any interest in it, the creation of any underlease or other interest out of this Lease, or out of any interest or underlease derived from it, any dealing with, transmission of, parting with possession of, or any devolution of any such interest or underlease or the making of any other arrangement for the occupation of the Property.
- 3.19.2 Promptly following completion of a Transaction, the Tenant will:
- (a) apply to register it at HM Land Registry if the Transaction is so registerable by the Tenant; and
 - (b) deal with any requisitions raised by HM Land Registry promptly and properly.
- 3.19.3 No later than one month after a Transaction the Tenant will give the Landlord's solicitors written notice of the Transaction supported by two certified copies of all documents effecting or related to the Transaction and pay the Landlord's solicitors a registration fee of £30 (plus VAT).

- 3.19.4 If the Landlord so requests in writing, the Tenant will promptly give the Landlord written details of the occupiers of the Property and the terms upon which they occupy it.

3.20 **Statutory obligations**

- 3.20.1 The Tenant will comply with the requirements of any legislation and any other obligations imposed by law or by any byelaws applicable to the Property or use of it.
- 3.20.2 Without prejudice to the generality of clause 3.20.1, the Tenant will:
- (a) execute all works to the Property required in order to comply with this clause 3.20;
 - (b) not do in or near the Property any act or thing by reason of which the Landlord may under any statute incur any Losses;
 - (c) in relation to the Construction (Design and Management) Regulations 2007 (**the CDM Regulations**):
 - i comply with the provisions of those Regulations;
 - ii be the only client (as defined in the CDM Regulations);
 - iii fulfil in relation to all and any works all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations;
 - iv make all necessary declarations and notifications to the Health and Safety Executive in accordance with the CDM Regulations; and
 - v at the end of the Term forthwith deliver to the Landlord any and all health and safety files relating to the Property in accordance with the CDM Regulations.
- 3.20.3 undertake such surveys and take all other steps necessary to comply with the Asbestos Regulations and the Equality Act 2010 and give the Landlord a copy of the results of all surveys undertaken and the steps carried out by the Tenant following recommendations of those surveys or otherwise in order to comply with the Asbestos Regulations and the Equality Act 2010; and
- 3.20.4 keep the Property equipped with appropriate fire-fighting apparatus and appliances and will maintain such apparatus and appliances to the Landlord's satisfaction and keep them open to inspection and will not obstruct the access to or means of working such apparatus and appliances.

3.21 **Planning**

- 3.21.1 In relation to the Planning Acts (but without prejudice to the generality of clause 3.20) the Tenant will:
- (a) comply with the Planning Acts and all licences, consents, permissions and conditions (if any) granted or imposed under them or under any

enactment replacing them so far as they relate to or affect the Property or their use and will, in the event of any breach, indemnify the Landlord against all Losses;

- (b) (when necessary) obtain from the appropriate authority all licences, consents and permissions required for the carrying out at the Property of any development within the meaning of the Planning Acts;
- (c) not make any application for planning permission or listed building consent without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed;
- (d) pay and satisfy any charge imposed under the Planning Acts in respect of the Property or its use;
- (e) not carry out or make any alteration or addition to the Property or any change of use of it (notwithstanding any consent which may be granted by the Landlord under this Lease) before any necessary planning permission has been produced to and approved in writing by the Landlord but the Landlord may refuse approval if anything contained in or omitted from such planning permission is or might be prejudicial to the Landlord or to its interest in the Property or any Neighbouring Property; and
- (f) carry out before the end of the Term any works stipulated to be carried out as a condition of any planning permission which may have been granted and implemented in whole or in part during the Term unless the Landlord directs otherwise in writing to the Tenant.

3.21.2 If the Tenant receives any compensation for any restriction on the user of the Property under the Planning Acts then, on the assignment or determination of this Lease, the Tenant will pay to the Landlord such proportion of that compensation as is just and equitable for the Landlord to receive.

3.21.3 The Tenant will produce to the Landlord on written demand all plans, documents and other evidence which the Landlord may reasonably require in order to satisfy itself that the provisions of this clause 3.21 have been complied with.

3.21.4 The Tenant will not without the Landlord's prior written consent such consent not to be unreasonably withheld or delayed enter into agreement or planning obligation affecting the Property made under section 18 of the Public Health Act 1936, section 52 of the Town and Country Planning Act 1971, section 38 and section 278 of the Highways Act 1980, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 106 of the Town and Country Planning Act 1990, section 104 of the Water Industry Act 1991 or any provision in legislation of a similar nature.

3.22 Reletting and sale notices

3.22.1 The Tenant will permit the Landlord and those authorised by it:

- (a) in the case of a proposed disposal of the Landlord's interest, at any time; and
- (b) in any other case, at any time within six months before the end of the Term;

to enter the Property and to affix upon any suitable part of it a notice board for selling or letting the Property (with or without any other premises).

3.22.2 The Tenant will not remove or obscure any notice erected under clause 3.22.1 and will permit all prospective purchasers or tenants authorised by the Landlord or its agents to view the Property at all reasonable times during the day without interruption.

3.22.3 In this clause disposal of the Landlord's interest includes a sale or grant of a reversionary lease.

3.23 Encroachments

3.23.1 The Tenant will not stop up or obstruct any windows in any buildings on the Property.

3.23.2 The Tenant will not permit any easement or similar right to be made or acquired against or on the Property.

3.23.3 The Tenant will not acknowledge that any right to light enjoyed by the Property is enjoyed by licence or consent.

3.23.4 The Tenant will preserve all easements and rights enjoyed by the Property.

3.23.5 The Tenant will upon becoming aware thereof immediately notify the Landlord if any easement enjoyed by the Property is obstructed or any new easement affecting the Property is made or claimed by any third party.

3.24 Notices

3.24.1 The Tenant will give the Landlord a copy of every notice, order, direction, consent, permission, refusal or similar communication (relevant communication) affecting the Property or the exercise of rights granted by the Lease within five Working Days of receipt of it by the Tenant or immediately if the relevant communication requires response or action to be taken within less than 10 Working Days.

3.24.2 The Tenant will at the joint cost of the Landlord and the Tenant make or join the Landlord in making such objections, representations or appeals against or in connection with any relevant communication as the Landlord reasonably requires.

3.24.3 Without prejudice to the generality of clauses 3.24.1 and 3.24.2, as to any assessment made or proposal for alterations of the rateable value pursuant to the Local Government Finance Act 1988:

- (a) the Tenant will neither make any response nor agree a rateable value of the Property without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed; and
- (b) the Tenant hereby irrevocably authorises the Landlord to negotiate and agree such rateable value of the Property as the Landlord acting reasonably thinks fit.

3.25 Notice of defects

The Tenant will upon becoming aware thereof give written notice to the Landlord of any defect in the Property which might oblige the Landlord to do or refrain from doing any act or thing so as to comply with any duty imposed by law on the Landlord.

3.26 Observe covenants

The Tenant will observe and perform all Third Party Rights so far as they affect or relate to the Property and (without prejudice to any other rights of the Landlord) will keep the Landlord indemnified from and against all Losses arising out of this clause.

3.27 Indemnity

The Tenant will keep the Landlord indemnified against all Losses arising directly or indirectly out of any act or omission of the Tenant or any Lawful Occupiers or as a consequence of any breach or non-performance of the covenants, conditions and agreements contained in this Lease and on the part of the Tenant to be observed and performed.

3.28 Common facilities

The Tenant will within 28 days of written demand pay a fair and reasonable proportion for the Property of all costs, fees and expenses (and which do not form part of the Service Charge in clause []) payable for inspecting, constructing, repairing, maintaining, rebuilding, cleaning, operating, lighting and clearing all ways, roads, pavements, Conduits, party walls, structures, roofs, fences, passages and other conveniences which will belong to or be available for use by the Property (including, without limitation, those accessways over which rights are granted to the Tenant in Schedule 1) in common with the Landlord or any Neighbouring Property and will keep the Landlord indemnified against all such costs, fees and expenses. The proper proportion will be determined by the Surveyor who shall act reasonably at all times.

3.29 Substitute sureties

- 3.29.1 If applicable the Tenant will notify the Landlord within ten Working Days of the death of any surety or occurrence of an **Event of Forfeiture** (as defined in clause 6.2) to any surety, such notice to be given in writing.
- 3.29.2 If required by the Landlord, the Tenant will within 20 Working Days of written request procure some other person acceptable to the Landlord to execute and deliver to the Landlord a deed of covenant the operative provisions of which are in the form contained in clause 7 (mutatis mutandis).

3.30 **VAT**

- 3.30.1 Where the Tenant covenants to pay an amount of money under this Lease, such amount will be regarded as being exclusive of VAT.
- 3.30.2 Where the Tenant has agreed to reimburse the Landlord for any payment made by the Landlord the Tenant will also reimburse the Landlord for any VAT due on such payment.
- 3.30.3 The Tenant will pay to the Landlord any VAT at the rate for the time being in force chargeable on all supplies by the Landlord to the Tenant upon production by the Landlord to the Tenant of a valid VAT invoice and the Landlord's decision whether or not there has been a taxable supply will be binding on the Tenant save in the case of manifest error.

3.31 **Release**

The Tenant will not unreasonably withhold consent to a request made by the Landlord under section 8 of the Landlord & Tenant (Covenants) Act 1995 for a release from the Landlord's covenants in this Lease.

3.32 **Minimum Opening Times**

The Tenant will ensure that the Property is kept open for business during the Minimum Opening Times.

3.33 **Safety Certificates**

The Tenant will obtain and renew as and when necessary all required safety certificates in respect of all Rides located on the Property from time to time and to produce to the Landlord on demand copies of those certificates.

4 **Landlord's covenant**

4.1 **Quiet enjoyment**

The Landlord covenants with the Tenant for so long as it is entitled to the reversion immediately expectant on the termination of the Term (but so that it will have no further liability after it ceases to be so entitled) that, subject to the Tenant paying the rents reserved by and complying with its obligations under this Lease, the Tenant may peaceably enjoy the Property during the Term without any interruption by the Landlord or any persons lawfully claiming under or in trust for the Landlord.

4.2 **Services**

Subject to the Tenant paying the Service Charge, the Landlord will use its reasonable endeavours to supply the Services but the Landlord will not be in breach of this obligation as a result of any temporary failure or interruption of any of the Services:

- 4.2.1 resulting from circumstances beyond the Landlord's control, so long as the Landlord has used reasonable endeavours to remedy any such problem as soon as reasonably practicable after becoming aware of it; or

- 4.2.2 to the extent that any of the Services cannot reasonably be provided as a result of works of inspection, maintenance and repair as long as the works are carried out as quickly as reasonably practicable and all reasonable steps have been taken to minimise disruption.

5 **Insurance**

- 5.1 The Landlord and the Tenant agree to be bound by the provisions of Schedule 6.

6 **Obligations in the Schedules**

The Landlord and the Tenant agree to comply and be bound by their respective obligations in the Schedules.

7 **Valuer**

- 7.1 A Valuer must be a chartered surveyor appointed jointly by the Landlord and the Tenant or (if either of them fails to concur in an appointment for ten Working Days after being asked by the other) a Valuer may be nominated at the request of either by the President for the time being of the Royal Institution of Chartered Surveyors.
- 7.2 The Valuer must:
- 7.2.1 act as an expert and not as an arbitrator; and
 - 7.2.2 consider written representations from the Landlord and the Tenant received within 15 Working Days of the Valuer's appointment.
- 7.3 The decision of the Valuer is final and binding on the parties to this lease except in the case of manifest error.
- 7.4 The Valuer may be discharged and another appointed in replacement by the President of the Royal Institution of Chartered Surveyors if:
- 7.4.1 the Valuer dies or becomes unwilling to act or incapable of acting; or
 - 7.4.2 the Valuer fails to make and publish a determination within six months of appointment (or a longer period agreed in writing by the Landlord and the Tenant); or
 - 7.4.3 for any reason the President of the Royal Institution of Chartered Surveyors thinks fit.
- 7.5 The fees and expenses of the Valuer, including the costs of the Valuer's appointment and any counsel's fees or other fees incurred by the Valuer, are payable by the Landlord and the Tenant in the proportions that the Valuer directs (otherwise equally). If either party does not pay its share of the Valuer's fees and expenses within ten Working Days after demand by the Valuer, then the other may pay instead and that amount will be a debt of the non-paying party due and payable on demand to the party that paid. The Landlord and the Tenant otherwise each bear their own costs in connection with a reference to the Valuer.

8 **General provisions**

It is agreed that:

8.1 **Forfeiture**

If any of the Events of Forfeiture (as defined in clause 8.2) or occurs then it will be lawful for the Landlord or any person authorised by the Landlord to re-enter the Property or any part of them in the name of the whole and on such re-entry the Term will end but without prejudice to any claim against the Tenant for any antecedent breach of this Lease,

8.2 **Events of forfeiture**

8.2.1 In this clause **Events of Forfeiture** means any of:

- (a) the Tenant's not paying on the due date the whole or part of the rent payable under this Lease whether or not any legal demand has been made;
- (b) the Tenant materially failing to discharge any of its obligations under this Lease; and
- (c) the Tenant's becoming Insolvent; and
- (d) the Tenant's suffering Insolvency Proceedings;

8.3 **Meaning of Insolvent**

8.3.1 In this clause in relation to any person Insolvent means any of:

- (a) being unable or admitting inability to pay debts as they fall due;
- (b) suspending payments of any debts;
- (c) a moratorium being declared for the whole or any part of indebtedness.

8.4 **Meaning of Insolvency Proceedings**

8.4.1 In this clause in relation to any person Insolvency Proceedings means the taking of any corporate action, legal proceedings or other procedure or steps in relation to any of:

- (a) suspension of any payments;
- (b) moratorium of any indebtedness;
- (c) winding-up;
- (d) dissolution, administration, or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) except (in the case of a corporation) solvent liquidation or reorganisation;
- (e) composition, compromise, assignment, or arrangement with any creditor;

- (f) appointment of a liquidator (except on a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or similar officer for the person or any part of its assets; or
- (g) (in the case of an individual) appointment of a trustee in bankruptcy or a provisional receiver or similar officer for that individual or any part of his assets;

8.5 Neighbouring Property

8.5.1 The Landlord and all others authorised by it may:

- (a) pull down, alter, erect, rebuild or otherwise deal with or permit or suffer to be pulled down, altered, erected, rebuilt or otherwise dealt with any Neighbouring Property to any extent and in any manner desired even if access of light and air to the Property or any easements, rights or amenities are obstructed or interfered with and even if the Tenant objects on any ground; and/or
- (b) use any Neighbouring Property in any way even if access of light and air to the Property or any easements, rights or amenities are obstructed or interfered with and even if the Tenant objects on any ground.

8.5.2 In exercising any of its rights under this clause 8.5 the Landlord will:

- (a) maintain proper support for the Property;
- (b) cause as little inconvenience to the Tenant as is reasonably practicable;
- (c) make good any damage caused to the Property; and
- (d) not do anything which prevents the Tenant from carrying on its business upon the Property.

8.6 Service of notices

8.6.1 Any notice served under this Lease by the Landlord on the Tenant will be sufficiently served if left or sent by special delivery post or recorded delivery addressed to the Tenant at its registered office or last known address.

8.6.2 Any notice served under this Lease on the Landlord will be sufficiently served if left or sent by special delivery post or recorded delivery addressed to the Landlord at its registered office or if the Landlord is an individual at its last known address.

8.6.3 Any notice sent by post will be deemed to be given at the time when it ought in due course of post to be delivered to the address to which it is sent.

8.6.4 Any notice, consent, approval, requirement or other communication required or authorised by this Lease will be valid only if it is in writing.

8.6.5 E-mail is not a valid method of service of notices under this Lease.

8.6.6 While the Landlord is a company registered in the United Kingdom, any notice to be served on the Landlord under this Lease will be addressed to the Landlord.

8.7 **No implied easements**

8.7.1 Nothing in this Lease will:

- (a) confer on the Tenant any right to the benefit of or to enforce any covenant, condition or agreement relating to any other property belonging to the Landlord;
- (b) limit, affect, restrict or interfere with the full and free right and liberty of the Landlord at any time to deal in any manner which the Landlord may think fit with any other property belonging to the Landlord whether for the purposes of any work of renewal, construction, alteration, improvement, demolition and ancillary works or otherwise;
- (c) confer on the Tenant any liberty, privilege, easement, right or advantage whatsoever mentioned or referred to in section 62 of the Law of Property Act 1925 or the rule in *Wheeldon v Burrows* (1879) 12 Ch D 31 except for those expressly set out in this Lease. The Tenant will not during the Term acquire or become entitled to any extra rights over any other property belonging to the Landlord;

8.7.2 Without prejudice to the generality of the provisions of clause 6.7.1 above, the Landlord and the grantees and the tenants of the Landlord may at all times hereafter erect any new buildings or other structures of any height whatsoever on any other property belonging to the Landlord not included within this demise and may raise or reduce any height or alter any user of such buildings or structures now existing or which may be erected on such land notwithstanding that such actions may prevent reduce obstruct or affect the passage of light or air to the Property (or any part thereof) or to any new buildings or structures which may hereafter be erected on the Property (or any part thereof).

8.7.3 Any light or air or amenities at any time enjoyed by the Property is deemed to be enjoyed by consent except as stated otherwise in this Lease.

8.8 **No waiver**

If the Landlord or its agents accept or demand the Basic Rent or any other sums due under this Lease from the Tenant with the knowledge of a breach of this Lease by the Tenant, the Landlord's right to forfeit this Lease on the grounds of such breach is to remain in force. The Tenant may not rely upon any such acceptance or demand for payment in any forfeiture proceedings brought on the grounds of such breach.

8.9 **No compensation**

The Tenant is not entitled on quitting the Property to claim from the Landlord any compensation unless and to the extent that any statute precludes the operation of this clause.

8.10 Disputes

Any dispute between the Tenant and the tenants or occupiers of any Neighbouring Property about the Property or any neighbouring Property (or use of either), party or other walls separating the Property from any Neighbouring Property or the amount of any contribution towards the costs and expenses of common facilities will be decided by the Landlord (acting reasonably) whose reasonable decision will be binding upon all parties to the dispute save in case of manifest error.

8.11 Landlord's break

8.11.1 In this clause 'Break Notice' means a written notice in which the Landlord gives the Tenant at least 12 months' notice to end this lease.

8.11.2 By serving the Break Notice the Landlord may end this Lease on the tenth anniversary of the Term.

8.11.3 It is a condition of valid exercise of the Break Notice that:

- (a) at the time of service of the Break Notice the Tenant is in material and substantial breach of its obligations under this Lease; and
- (b) the Landlord has already notified the Tenant in writing of the breach complained of in clause 8.11.3(a); and
- (c) the Tenant, having been given by the Landlord a reasonable time to remedy such breach has not done so or has not taken sufficient steps to demonstrate to the Landlord that it is taking action to remedy the breach.

8.11.4 Subject to clause 8.11.5 on the expiry of the Break Notice this lease is to end but without prejudice to the rights and remedies of either party against the other in respect of a prior breach of any provision of this lease and the continuing obligation of the parties to account to one another either by way of payment or by way of refund for any Basic Rent Service Charge Insurance Rent or any other payment or allowance apportioned on a daily basis up to the date this Lease ends.

8.11.5 If at any time before expiry of the Break Notice the breach of obligation by the Tenant which gave rise to the service of the Break Notice has been remedied so far as possible so that no material damage to the Landlord has resulted the Break Notice shall cease to be valid and this Lease shall not end on the date specified in the Break Notice and instead the Lease shall continue in full force and effect.

8.12 Tenant's break

8.12.1 In this clause 'Break Notice' means a written notice in which the Tenant gives the Landlord at least 6 months' notice to end this lease.

8.12.2 By serving a Break Notice the Tenant may end this lease on the fifth anniversary of the Term.

8.12.3 It is a condition to the exercise of the right by the Tenant in clause 8.11 that the Tenant:

- (a) has up to and including the relevant Break Date paid the rents; and
- (b) on the Break Date gives to the Landlord full vacant possession of the Property in accordance with its covenants contained in this Lease.

8.12.4 This lease will end upon expiry of the Break Notice but without prejudice to:

- (a) the rights and remedies of either party against the other in respect of a prior breach of any provision of this lease; and
- (b) the continuing obligation of the parties to account to one another either by way of payment or by refund for any Basic Rent, Service Charge, Insurance Rent or any other payment or allowance apportioned on a daily basis up to the date this lease ends.

8.13 Acknowledgements

8.13.1 The Tenant acknowledges and confirms to the Landlord that:

- (a) this Lease has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Lease;
- (b) (without prejudice to sub-clause 8.13.1(a) no representations have been made to the Tenant by or on behalf of the Landlord about:
 - i the condition of the Property;
 - ii the applicability or otherwise to the Property of any requirements of any Environmental Law;
 - iii the suitability of the Property for any purpose whatsoever;
- (c) it will not be excused or released from any of the Tenant's obligations in this Lease whether or not the performance of those obligations involves work or expenditure to make good rectify remove treat or render harmless contaminating substances (whether before or during the Term) or to make good any damage caused by any Hazardous Substance on the Property or elsewhere;
- (d) it has made its own independent investigation of the Property and is relying solely on such investigations.

8.14 Release

The Tenant unconditionally releases the Landlord from all liability for Losses directly or indirectly arising from the condition of the Property including without limitation the presence (before or during the Term) of any Hazardous Substance and the Tenant will

indemnify the Landlord against all Losses arising under Environmental Law from the condition of the Property.

8.15 Third party rights

Nothing in this Lease is intended to confer any benefit on any person who is not a party to it.

8.16 Notices lodged at HM Land Registry

8.16.1 Where relevant it is agreed that any notice of any matter relating to the terms of this lease applied for by the Tenant will be in the form of a unilateral notice (as that expression is used in section 34(2)(b) of the Land Registration Act 2002 where appropriate.

8.16.2 Within one month after the end of the Term (and notwithstanding the fact that the Term has ended) the Tenant will apply to close the registers of title to this Lease at HM Land Registry diligently deal with that application so as to procure that the registers are closed and keep the Landlord informed of the progress of the application.

9 New lease

This Lease is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995.

10 Landlord's powers

10.1 The entry into this Lease by Thanet District Council as landowner does not affect its statutory responsibilities obligations and position or its discretion or powers (in particular as planning authority) and nothing in this Lease shall relieve the Tenant from obtaining all statutory consents and observing all statutory and other obligations as may be required.

10.2 Nothing in this Lease shall fetter the Landlord in the proper performance of its statutory functions.

This Lease has been executed as a deed and is delivered on the date stated at the beginning of it.

Schedule 1
Easements and other rights included in the demise

Part 1
The rights

- 1 The right to use the Accessway for the purposes only of vehicular and pedestrian access to and egress from the Property.

Part 2

Conditions

- 1 The rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 2 The rights are granted subject to the Third Party Rights and the Tenant will not do anything that may interfere with any Third Party Right.
- 3 The rights are granted subject to payment by the Tenant of the costs referred to Schedule 9.

Schedule 2

Exceptions and reservations out of the demise

- 1 The right of support and protection for the Cinema Structure from the remainder of the buildings on the Property to the extent that they provide support and protection to the Cinema Structure at the date of this Lease;
- 2 The right for the Landlord and all those authorised by the Landlord of pedestrian access to and egress from the Cinema over and along the Cinema Access Route;
- 3 The right for the Landlord, all persons authorised by the Landlord and all persons having any interest in or rights over any Neighbouring Property to:
 - (a) use the Conduits, to make extensions and connections to them and to lay any Conduits in, upon or under the Property;
 - (b) enter the Property for the purposes set out in paragraph (a) and to clean empty and repair the Conduits;
 - (c) enter and remain upon the Property to repair, clean, maintain, replace, alter or rebuild Neighbouring Property or the Property or to construct, empty, repair or renew any Conduits at all times (with or without workmen, tools and materials) on giving reasonable written notice to the Tenant (except that no notice will be needed in cases of emergency or genuine urgency);
 - (d) carry out any works as are in the reasonable opinion of the Landlord appropriate to comply with any statutory notice or other requirement served or otherwise imposed upon the Landlord or the Property or to avert the service or imposition upon the Landlord or the Property of any such notice or requirement or for any other necessary desirable or reasonable purpose at all times (with or without workmen, tools and materials) on giving reasonable written notice to the Tenant (except that no notice will be needed in cases of emergency or genuine urgency);
 - (e) to erect and maintain scaffolding for the purpose of repairing cleaning decorating or altering any buildings which are now or may during the Term be constructed on any Neighbouring Property even if such scaffolding may temporarily restrict the access to or the enjoyment and use of the Property or the access of light and air to them;

and the person exercising such rights will so far as reasonably possible make good any damage caused to the Property but the Landlord will not be liable to the Tenant for any inconvenience caused in relation to any such work carried out or thing done.
- 4 The right to develop, alter and use any Neighbouring Property (whether or not belonging to the Landlord) even if such development alteration or use interferes with the access of light and air to the Property and any building or structure for the time being upon it.

- 5 All rights of light air support and other easements and rights now or hereafter belonging to or enjoyed by the Property from or over any Neighbouring Property.
- 6 The exclusive right (at no cost to the Landlord) for the Landlord and members of the public to park in the Summer Parking Area during the Summer Parking Period;
- 7 The right for the Landlord and all others authorised by it to do all or any of the acts matters or things referred to in clause 7.5 and to provide the Services.

Schedule 3
Documents which affect or relate to the Property

None

Schedule 4

Authorised Guarantee Agreement

The form of the authorised guarantee agreement mentioned in clause 3.14.6(a) is as follows:

dated 20[]

Parties

- (1) [] (registration number []) whose registered office is at [] (**the Landlord**).
- (2) [] (registration number []) whose registered office is at [] (**the Tenant**).
- (3) [] (registration number []) whose registered office is at [] (**the Tenant's Surety**).
- (4) [] (registration number []) whose registered office is at [] (**the Assignee**).

Introduction

The immediate reversion to the Lease [is now/remains] vested in the Landlord.

The term of years created by the Lease [is now/remains] vested in the Tenant.

The Landlord's consent is required before the Lease may be assigned.

The Tenant wishes to assign the Lease to the Assignee.

The Landlord has agreed to consent to the assignment to the Assignee on condition that the Tenant [and the Tenant's Surety] enter into the covenants contained in this Deed.

Agreed terms

1 Definitions and interpretation

In this Deed the following words and expressions have the meaning specified except when expressly stated to the contrary.

1.1 Definitions

AGA Event means disclaimer of the Lease by a liquidator or trustee in bankruptcy (as the case may be) of the Assignee;

Lease means the lease dated [] and made between [] (1) [] (2) [] (3);

Losses means all liabilities incurred by the Landlord, all damage and loss suffered by the Landlord, all damages, compensation and penalties awarded against the Landlord, all

claims, demands, actions and proceedings made or brought against the Landlord, all fees, costs and expenses incurred by the Landlord.

1995 Act means The Landlord and Tenant (Covenants) Act 1995;

Tenant covenants has the same meaning as in Section 28(1) of the 1995 Act; and

VAT means value added tax chargeable under the Value Added Tax 1994 or any similar or replacement or additional tax.

1.2 Interpretation

1.2.1 This Deed is supplemental to the Lease.

1.2.2 The definitions and provisions as to interpretation in the Lease apply in this Deed unless expressly stated otherwise.

2 Authorised guarantee agreement

2.1 In consideration of the Landlord's consent to the assignment of the Lease to the Assignee the Tenant, as sole or principal debtor, covenants with the Landlord that for the period during which the Assignee is bound by the Tenant covenants of the Lease:

- (a) the Assignee will pay the rents reserved by the Lease and observe and perform the covenants and other terms of the Lease on the part of the tenant to be observed and performed;
- (b) as a separate and independent primary obligation, to indemnify the Landlord against failure by the Assignee to pay the rents reserved by the Lease and observe and perform the covenants and other terms of the Lease on the part of the tenant to be observed and performed;
- (c) the Tenant will pay to the Landlord all Losses sustained by the Landlord through the default of the Assignee;
- (d) if an AGA Event occurs, the Tenant will take a new lease of the Premises in accordance with the requirements of clause 2.2 of this Deed so long as the Landlord serves written notice on the Tenant requiring it to do so within six months of the Landlord becoming aware of the AGA Event.

2.2 The following provisions apply to the grant of the new lease referred to in clause 2.1 (d) of this Deed:

- (a) the new lease will be for a term equal in length to the period commencing on the date of the AGA Event and the date upon which the term of the Lease would have expired by effluxion of time but for the AGA Event occurring;
- (b) the new lease will otherwise be on the same terms and conditions as the Lease mutatis mutandis and will take effect from the date of the AGA Event at the rents then payable under the Lease;
- (c) the Landlord will send an engrossment of the new lease to the Tenant for execution promptly following notice given under clause 2.1 (d) of this Deed; and

- (d) the Tenant will execute and deliver to the Landlord a counterpart of the new lease promptly and will pay the Landlord's costs and expenses of and incidental to its grant.

2.3 If the Landlord does not require the Tenant to take a lease of the Property under clause 2.1 (d) and if the Tenant does not take an overriding lease under section 19 of the Act; then the Tenant will pay to the Landlord on demand a sum equal to the rents and other payments that would have been payable under the Lease but for the AGA Event (and any temporary rent suspension) until the expiration of six months from the AGA Event.

3 **No tenant release**

The Tenant's liability under this Deed will not be released or affected in any way by any act, neglect, forbearance or delay by the Landlord in enforcement of the performance or observance of the Lease nor by any variation of the terms of the Lease or any deed supplemental to the Lease.

4 **[Tenant's Surety covenants**

4.1 In consideration of the grant of the licence to assign the Lease to the Assignee, the Tenant's Surety for himself and his personal representatives, as primary obligor, covenants with the Landlord that for the period the Tenant is bound by its covenants in this Deed:

4.1.1 the Tenant will observe and perform the covenants on its part contained in clause 2;

4.1.2 as a separate and independent primary obligation, the Tenant's Surety will indemnify the Landlord against failure by the Tenant to observe and perform the covenants on its part contained in clause 2; and

4.1.3 as an additional separate and independent primary obligation, the Tenant's Surety will pay to the Landlord all Losses sustained by the Landlord through the default of the Tenant in complying with its obligations under this Deed.

4.2 The Tenant's Surety's liability under this Deed will not be released or affected in any way by any act, neglect, forbearance or delay by the Landlord in enforcement of the performance or observance of the Lease nor by any variation of the terms of the Lease or any deed supplemental to the Lease.]

5 **Successors in title**

5.1 The benefits of the provisions of this Deed will enure for the benefit of the successors in title and assign of the Landlord without the necessity for any assignment.

5.2 The Landlord will have no liability whatsoever to the Tenant or the Assignee [or the Tenant's Surety] after it has parted with the reversion to the Lease.

6 **Acknowledgements**

The Tenant [and the Tenant's Surety both] acknowledge that:

6.1 this Deed is an Authorised Guarantee Agreement within the meaning of the 1995 Act;

- 6.2 the conditions imposed in the Lease and this Deed subject to which consent to assignment may be granted are fair and reasonable;
- 6.3 the Landlord's consent under this Deed does not extend to any further assignment of the Lease;
- 6.4 this Deed is made without prejudice to any claim of the Landlord against the Tenant [or the Tenant's Surety] for any breach of any covenant or condition in the Lease prior to the assignment to the Assignee.

7 No waiver

Nothing in this Deed is to be taken as a waiver of any breach of the obligations of the Tenant [or the Tenant's Surety] under the Lease which may have occurred before the date of this Deed.

8 Saving provisions

- 8.1 Any provision of this Deed rendered void by Section 25 of the 1995 Act to be severed from all of the remaining provisions and such remaining provisions shall be preserved.
- 8.2 If any provision of this Deed extends beyond the limits permitted by Section 25 of the 1995 Act, that provision is to be varied so as not to extend beyond those limits.

9 Third party rights

Nothing in this Deed is intended to confer any benefit on any person who is not a party to it.

10 Variations

The parties may, by agreement, vary this Deed without the consent of any third party to whom the right of enforcement of any of its terms has been expressly provided.

This Deed has been executed as a deed and is delivered on the date stated at the beginning of it.

Schedule 5

Surety covenant on assignment

The form of the surety covenant agreement mentioned in clause 3.14.6(b) is as follows:

Deed of guarantee

dated []

Parties

- (1) [] (registration number []) whose registered office is at [] (**the Surety**);
- (2) [] (registration number []) whose registered office is at [] (**the Landlord**); and
- (3) [] (registration number []) whose registered office is at [] (**the Assignee**).

Introduction

- (A) The Lease provides that as a condition to granting consent to an assignment of the Lease, the Landlord may require covenants from a suitable Surety.
- (B) The Assignee wishes to take an assignment of the Lease.
- (C) The Landlord has agreed to give consent to the assignment to the Assignee on condition that the Surety enters into this Deed.

Agreed Terms

1 Interpretation and Definitions

1.1 Definitions

In this Deed the following definitions apply:

the **Lease** means a lease dated [] and made between [*insert parties*];

the **Act** mean the Landlord and Tenant (Covenants) Act 1995;

Event disclaimer of the Lease by a liquidator or trustee in bankruptcy (as the case may be) of the Assignee, forfeiture of the Lease, the vesting of the Lease as bona vacantia or the disclaimer of the Lease by the Crown;

tenant covenants has the same meaning as in section 28(1) of the Act; and

the Term has the same meaning as in the Lease.

1.2 Interpretation

The definitions and provisions as to interpretation in the Lease will apply in this Deed unless expressly stated to the contrary.

2 Covenants by the surety

- 2.1 In consideration of the Landlord's consent to the assignment of the Lease to the Assignee, the Surety covenants with the Landlord that:
- 2.1.1 the Assignee will pay the rents reserved by and will perform the other obligations on the part of the tenant contained in this Lease;
 - 2.1.2 if any Event occurs, then the Surety will take a new lease of the Property on the terms set out in clause 2.2 , if the Landlord gives the Surety written notice requiring the Surety to do so within 60 Working Days of the date on which the Event occurs.
- 2.2 The terms of any new lease to be taken by the Surety pursuant to clause 2.1.2 are to be the same as the terms of this Lease except as follows:
- 2.2.1 the new lease will be for a term equal in length to the unexpired part of the Term as at the date on which the relevant Event occurs;
 - 2.2.2 the term of the new lease will commence on the date on which the relevant Event occurred;
 - 2.2.3 the Basic Rent under the new lease will be the same as the Basic Rent payable under this Lease on the date on which the relevant Event occurred and subject to review at the same times and in the same manner as those reviews of the Basic Rent that would have occurred under this Lease had it continued; and
 - 2.2.4 the Surety will not be obliged to provide another surety for the new lease.
- 2.3 The Landlord will send or cause to be sent to the Surety a counterpart of the new lease for execution and on receipt the Surety will immediately execute and deliver to the Landlord the counterpart.
- 2.4 The Surety will pay the costs reasonably and properly incurred by the Landlord in connection with the grant of the new lease.
- 2.5 The Surety will not be entitled to participate in any security held by the Landlord in respect of the Tenant's obligations to the Landlord under the Lease until the obligations on the part of the Surety or of the tenant under the Lease have been performed or discharged.
- 2.6 Following the taking of any step in connection with any voluntary arrangement or other compromises or arrangement for the benefit of any creditors of the Assignee, the Surety will not exercise any right or remedy that it may have against the Assignee to recover any amount paid or other obligation performed by the Surety under this clause 2.
- 2.7 The Surety will not be released or discharged from its obligations under this clause 2 by anything whereby the Surety as a surety only might have been released or discharged (but for this clause) including:
- 2.7.1 time or indulgence being given to the Assignee or any other person;
 - 2.7.2 any arrangement made with the Assignee or any other person;

- 2.7.3 any alteration to the terms of this Lease; or
 - 2.7.4 any act or omission by the Landlord;
 - 2.7.5 whether with or without the express or implied consent of the Surety.
- 2.8 The Surety will be liable to the Landlord as sole or principal debtor or covenantor for the tenant's obligations in this Lease:
- 2.8.1 while the Assignee is bound by the tenant covenants in this Lease; and
 - 2.8.2 for any period during which the Assignee is liable under an authorised guarantee agreement entered into by the Tenant with the Landlord pursuant to clause 3.14.
- 2.9 The provisions of this deed are for the benefit of the Landlord and its successors in title without the need for any express assignment.
- 3 Declarations**
- 3.1 Anything done omitted or agreed by the Assignee is done omitted or agreed with the concurrence of the Surety.
- 3.2 The Surety is not entitled to participate in any security held by the Landlord in respect of the Assignee's obligations to the Landlord under the Lease until the obligations on the part of the Surety or of the Assignee under the Lease have been performed or discharged.
- 3.3 The Surety is liable to the Landlord as sole or principal debtor or covenantor for all obligations on the part of the Tenant contained in the Lease.
- 4 Saving provisions**
- 4.1 Any provision of this Deed rendered void by virtue of section 25 of the Act is to be severed from all of the remaining provisions and the remaining provisions are to be preserved.
- 4.2 If any provision of this Deed extends beyond the limits permitted by section 25 of the Act that provision is to be varied so as not to extend beyond those limits.
- 4.3 This Deed is made without prejudice to any other guarantee surety or security which the Landlord may have or take in respect of the tenant covenants or conditions in the Lease.

This Deed has been executed as a deed and is delivered on the date stated at the beginning of it.

Schedule 6 Insurance

Part 1

Insurance of Property - Landlord insures

1 Definitions

In this schedule the following additional definitions apply:

Full Reinstatement Cost such sum as is sufficient to cover the full cost of rebuilding and reinstating the Property (or the buildings located thereon as the case may be), together with:

- (a) the cost of shoring up, demolition and site clearance;
- (b) such professional fees as may be incurred in connection with rebuilding or reinstatement of the Property;
- (c) any VAT on any of those costs; and
- (d) employers' third party and public liability risks.

Insured Risks loss or damage by fire storm earthquake lightning explosion riot civil commotion malicious damage and impact by vehicles and by aircraft and articles dropped from them (other than war risks) flood damage and bursting and overflowing of water pipes and tanks and (where available in the London Insurance Market) terrorism and such other risks against which the Landlord may from time to time insure (acting reasonably);

2 Covenant to insure

2.1 The Landlord will insure and keep insured with a reputable insurance office:

- 2.1.1 the Property for the Full Reinstatement Cost against loss or damage by the Insured Risks and (if required by the Landlord) not less than three years loss of rent from time to time payable or reasonably estimated by the Landlord to be payable under this Lease; and
- 2.1.2 any liability of the Landlord to third parties arising out of, or relating to, the Property and the buildings located on it against which the Landlord may from time to time (acting reasonably) decide to insure.

2.2 The Landlord's obligations in paragraph 2.1 do not apply:

- 2.2.1 if the insurance is vitiated in whole or in part by any act or omission of the Tenant or its servants agents licensees or invitees; or
- 2.2.2 to any Tenant's fixtures and fittings.

2.3 The Landlord is deemed to have fulfilled its responsibility under this Lease as to insurance even if the insurance for the time being in force is subject to excesses exclusions and conditions.

- 2.4 The Landlord will not be responsible for effecting any insurance under the provisions of this Lease against a peril which is for the time being uninsurable or which can only be insured at a premium which in the opinion of the Landlord is excessive.

3 Provision of information

- 3.1 When reasonably requested the Landlord will give the Tenant a copy of its insurance policies for the Property effected under this Lease (or other reasonable evidence from the insurers of the terms of the insurance).
- 3.2 The Landlord will notify the Tenant promptly of any changes made to the insurance effected under this Lease.
- 3.3 At the request of the Tenant, the Landlord will give the Tenant a copy of the receipt for the payment of the last premium or other evidence that the insurance for the Property is up-to-date and that there is no outstanding premium.

4 Tenant's obligations

- 4.1 The Tenant will pay to the Landlord within 15 Working Days following written demand the insurance premium incurred by the Landlord in complying with its obligations in this schedule.
- 4.2 Insurance premiums are to include all monies expended, or required to be expended, by the Landlord in effecting and maintaining cover in accordance with the Landlord's obligations set out in this schedule and any tax charged on the premiums.
- 4.3 The Tenant will notify the Landlord in writing of the full reinstatement cost of any fixtures and fittings installed at any time by the Tenant which form part of the Property and which are not Tenant's fixtures and fittings.
- 4.4 The Tenant will not do anything that may render the insurance effected by the Landlord vitiated void or voidable or that may increase the premiums payable for such insurance nor will it permit any of its servants agents licensees or invitees to do so.
- 4.5 If the insurance effected by the Landlord is vitiated or the payment out by the insurers on any claim made on such policies of insurance is reduced because of any act or omission of the Tenant or its servants agents licensees or invitees, then:
- 4.5.1 the Tenant will pay to the Landlord a sum equal to the amount of the insurance monies that are irrecoverable as a result; and
- 4.5.2 the Tenant's covenants at clauses 3.3, 3.6 and 3.7 will remain operative to the extent that the insurance is vitiated or the payment out by the insurers on any claim made on the policies of insurance is reduced.
- 4.6 The Tenant will adopt all reasonable precautions against the occurrence of any Insured Risk as the Landlord or its insurers may reasonably recommend or require.
- 4.7 The Tenant will not effect any insurance of the Property or the Rides that might cause the Landlord's insurers to average the proceeds of insurance or cancel or modify cover.

4.8 If the Property (or any buildings located thereon) or the Rides are damaged by an Insured Risk the Tenant will notify the Landlord immediately.

4.9 The Tenant will pay to the Landlord within 15 Working Days of written demand an amount equal to any uninsured excess to which the policy of insurance is subject.

4.10 The Tenant will pay to the Landlord the professional fees for insurance valuations carried out at reasonable intervals.

5 Suspension of rent

5.1 If the Estate is damaged or destroyed by an Insured Risk so that the Property is unfit for use or inaccessible then save to the extent that the policy of insurance relating to the Estate has been vitiated in whole or in part in consequence of any act or omission of the Tenant or any person deriving title through the Tenant or any person at the Estate with the actual or implied authority (of any of them) payment of the [rents] under this Lease or a fair proportion of them according to the nature and extent of the damage, must be suspended for whichever is the shorter of:

5.1.1 [three years] after damage or destruction;

5.1.2 the period during which the Property remains unfit for use or inaccessible; and

5.1.3 if there is a dispute about the amount of the rents that are suspended it must be decided by the Valuer.

5.2 If the rents are wholly or partially suspended under paragraph 5.1 the Landlord must repay to the Tenant within 15 Working Days of the start of the suspension an apportioned part of any rents paid in advance by the Tenant which relate to the period of suspension (or a fair proportion, if a fair proportion only is suspended).

5.3 If the rents are wholly or partially suspended under paragraph 5.1 at a time when the Tenant has the benefit of a rent free period or other rent concession then for the period of suspension it must be assumed that the full rents are payable for the whole or (as the case may be) that part in respect of which the rents are suspended and the benefit of the remaining rent concession will be postponed until the period of rent suspension is over.

6 Reinstatement

6.1 Following damage to or destruction of the Property or the Rides by any of the Insured Risks, the Landlord will diligently apply, or procure the application of, that part of the proceeds of the insurance covering costs of reinstatement and rebuilding of the Property.

6.2 The Landlord's obligations in paragraph 6.1 will not apply:

6.2.1 to the extent that the Landlord's insurance is vitiated by act or omission of the Tenant its servants agents licensees or invitees; or

6.2.2 if the Landlord, having used reasonable endeavours to obtain them, is unable to obtain any requisite planning permission or other consents for the reinstatement or rebuilding of the Property or for a building similar to the Property in terms of size, amenity and character.

- 6.3 If the Property or any of the buildings located thereon are substantially damaged or destroyed, the Tenant may not object to the reinstatement or rebuilding resulting in premises that are not identical to the Property or a building not identical to the building damaged or destroyed immediately before the damage or destruction so long as the Property (as reinstated or rebuilt) is of equivalent or better standard and affords amenities that are not inferior to or deficient from those enjoyed by the Tenant immediately prior to the damage or destruction occurring.

7 Termination – Insured Risks

- 7.1 If for any reason beyond the control of the Landlord it proves impossible to complete rebuilding or reinstatement of the Property or of any of the buildings located thereon (as the case may be) within three years of the occurrence of damage or destruction by an Insured Risk, then either party may terminate this Lease by giving notice to that effect at any time after that period of three years to the other.

8 Effect of termination notice

On the expiry of any notice of termination given under this schedule, this Lease will terminate but without affecting any liability arising from a breach of covenant or condition which has occurred before the date of expiry.

9 Retention of insurance money

- 9.1 The Landlord may retain the proceeds of insurance for its own exclusive benefit following termination of this Lease for any reason.
- 9.2 The Landlord may retain for its own exclusive benefit any discount on the insurance premiums or commission offered to it by its insurer.

Part 2

Insurance of Cinema Structure - Landlord insures

1 Definitions

In this schedule the following additional definitions apply:

Full Reinstatement Cost such sum as is sufficient to cover the full cost of rebuilding and reinstating the Cinema Structure (or the buildings located thereon as the case may be), together with:

- (a) the cost of shoring up, demolition and site clearance;
- (b) such professional fees as may be incurred in connection with rebuilding or reinstatement of the Cinema Structure;
- (c) any VAT on any of those costs; and
- (d) employers' third party and public liability risks.

Insured Risks loss or damage by fire storm earthquake lightning explosion riot civil commotion malicious damage and impact by vehicles and by aircraft and articles dropped from them (other than war risks) flood damage and bursting and overflowing of water pipes and tanks and (where available in the London Insurance Market) terrorism and such other risks against which the Landlord may from time to time insure (acting reasonably);

2 Application of this Part 2

The provisions of this part shall be effective throughout the Term.

3 Covenant to insure

3.1 The Landlord will insure and keep insured with a reputable insurance office:

- 3.1.1 the Cinema Structure for the Full Reinstatement Cost against loss or damage by the Insured Risks and (if required by the Landlord) not less than three years loss of rent from time to time payable or reasonably estimated by the Landlord to be payable under this Lease; and
- 3.1.2 any liability of the Landlord to third parties arising out of, or relating to, the Cinema Structure against which the Landlord may from time to time (acting reasonably) decide to insure.

3.2 The Landlord's obligations in paragraph 2.1 do not apply:

- 3.2.1 if the insurance is vitiated in whole or in part by any act or omission of the Tenant or its servants agents licensees or invitees; or
- 3.2.2 to any Tenant's fixtures and fittings.

3.3 The Landlord is deemed to have fulfilled its responsibility under this Lease as to insurance even if the insurance for the time being in force is subject to excesses exclusions and conditions.

3.4 The Landlord will not be responsible for effecting any insurance under the provisions of this Lease against a peril which is for the time being uninsurable or which can only be insured at a premium which in the opinion of the Landlord is excessive.

4 Provision of information

4.1 When reasonably requested the Landlord will give the Tenant a copy of its insurance policies for the Cinema Structure effected under this Lease (or other reasonable evidence from the insurers of the terms of the insurance).

4.2 The Landlord will notify the Tenant promptly of any changes made to the insurance effected under this Lease.

4.3 At the request of the Tenant, the Landlord will give the Tenant a copy of the receipt for the payment of the last premium or other evidence that the insurance for the Cinema Structure is up-to-date and that there is no outstanding premium.

5 Tenant's obligations

5.1 The Tenant will pay to the Landlord within 15 Working Days following written demand the insurance premium incurred by the Landlord in complying with its obligations in this schedule.

5.2 Insurance premiums are to include all monies expended, or required to be expended, by the Landlord in effecting and maintaining cover in accordance with the Landlord's obligations set out in this schedule and any tax charged on the premiums.

5.3 The Tenant will notify the Landlord in writing of the full reinstatement cost of any fixtures and fittings installed at any time by the Tenant which form part of the Cinema Structure and are not Tenant's fixtures and fittings.

5.4 The Tenant will not do anything that may render the insurance effected by the Landlord vitiated void or voidable or that may increase the premiums payable for such insurance nor will it permit any of its servants agents licensees or invitees to do so.

5.5 If the insurance effected by the Landlord is vitiated or the payment out by the insurers on any claim made on such policies of insurance is reduced because of any act or omission of the Tenant or its servants agents licensees or invitees, then the Tenant will pay to the Landlord a sum equal to the amount of the insurance monies that are irrecoverable as a result.

5.6 The Tenant will adopt all precautions against the occurrence of any Insured Risk as the Landlord or its insurers may reasonably recommend or require.

5.7 The Tenant will not effect any insurance of the Cinema Structure that might cause the Landlord's insurers to average the proceeds of insurance or cancel or modify cover.

5.8 If the Cinema Structure is damaged by an Insured Risk the Tenant will upon becoming aware thereof notify the Landlord immediately.

6 Reinstatement

6.1 Following damage to or destruction of the Cinema Structure by any of the Insured Risks, the Landlord will diligently apply, or procure the application of, that part of the proceeds of the insurance covering costs of reinstatement and rebuilding of the Cinema Structure.

6.2 The Landlord's obligations in paragraph 6.1 will not apply:

6.2.1 to the extent that the Landlord's insurance is vitiated by act or omission of the Tenant its servants agents licensees or invitees; or

6.2.2 if the Landlord, having used reasonable endeavours to obtain them, is unable to obtain any requisite planning permission or other consents for the reinstatement or rebuilding of the Cinema Structure or for a building similar to the Cinema Structure in terms of size, amenity and character.

6.3 If the Cinema Structure is substantially damaged or destroyed, the Tenant may not object to the reinstatement or rebuilding resulting in premises that are not identical to the Cinema Structure immediately before the damage or destruction so long as the Cinema Structure (as reinstated or rebuilt) is of equivalent or better standard and affords amenities that are not inferior to or deficient from those enjoyed by the Tenant immediately prior to the damage or destruction occurring.

7 Termination – Insured Risks

If for any reason beyond the control of the Landlord it proves impossible to commence rebuilding or reinstatement of the Cinema Structure within three years of the occurrence of damage or destruction by an Insured Risk, then either party may terminate this Lease by giving notice to that effect at any time after that period of three years to the other.

8 Effect of termination notice

On the expiry of any notice of termination given under this schedule, this Lease will terminate but without affecting any liability arising from a breach of covenant or condition which has occurred before the date of expiry.

9 Retention of insurance money

9.1 The Landlord may retain the proceeds of insurance for its own exclusive benefit following termination of this Lease for any reason.

9.2 The Landlord may retain for its own exclusive benefit any discount on the insurance premiums or commission offered to it by its insurer.

9.3 If the Estate and/or the Property is damaged or destroyed by an Insured Risk so that the Property is unfit for use for the purposes specified in clause 3.10 (save to the extent that the Landlord's policy of insurance has been vitiated in consequence of any act or omission of the Tenant or its servants agents licensees or invitees) then all of the [rents] or a fair proportion of them according to the nature and extent of the damage must be suspended for whichever is the shorter of:

9.3.1 [three years] after the damage or destruction; and

9.3.2 the period during which the Property remains unfit for use or inaccessible.

If there is a dispute about the amount of rents that are to be suspended it must be decided by the Valuer.

9.4 If the rents are wholly or partially suspended under clause 5.1 the Landlord must repay to the Tenant within 15 Working Days of the start of the suspension an apportioned part of any rents paid in advance by the Tenant which relate to the period of suspension (or a fair proportion, if a fair proportion only is suspended).

9.5 If the rents are wholly or partially suspended under clause 5.1 at a time when the Tenant has the benefit of a rent free period or other rent concession then for the period of suspension it must be assumed that the full rents are payable for the whole or (as the case may be) that part in respect of which the rents are suspended and the benefit of the remaining rent concession will be postponed until the period of rent suspension is over.

Part 3

Uninsured Risks

[TBC]

Schedule 8

Turnover Rent

[Note: TDC is expecting bidders to consider as part of their submissions whether they are able to pay a Base Rent and the level of Specified Percentage which they are able to offer and this Schedule 8 will need to be amended accordingly]

1 Definitions

In this schedule:

Account Records means all books, computer tapes, computer discs and other documents or records which are or ought in the reasonable opinion of the Landlord to be kept by the Tenant for the purpose of ascertaining and verifying the Gross Turnover or which are or may in the reasonable opinion of the Landlord be relevant for such purpose including without limitation:

- (a) all cash register tapes including tapes from temporary registers;
- (b) serially numbered sales slips;
- (c) the originals of all mail orders;
- (d) the original records of all telephone orders;
- (e) the original records showing that goods returned by customers were purchased at the Demised Premises by such customers;
- (f) receipts or other records of goods taken out on approval;
- (g) bank statements; and
- (h) tax returns which relate to Value Added Tax;

Estimated Turnover Certificate means a certificate signed by the Tenant certifying the estimated amount of Gross Turnover during a Turnover Period;

Gross Turnover means the aggregate of all sums of money or other consideration received or receivable for all entrance tickets sold, goods sold, leased, hired or otherwise disposed of and for all services sold or performed and from all business of any nature whatever conducted at in or from the Demised Premises or any part of the Demised Premises by the Tenant and without prejudice to the generality of the foregoing includes all amounts received or receivable:

- (a) from orders which originated or are received or accepted at in or from the Demised Premises notwithstanding that delivery or performance is made at or from any place other than the Demised Premises and notwithstanding that payment is made to a person other than the Tenant;
- (b) from orders solicited off the Demised Premises by persons operating from or reporting to the Demised Premises;

- (c) from sales and services which the Tenant in the normal and customary course of the Tenant's operations would or should credit or attribute to the Tenant's business at in or from the Demised Premises;
 - (d) by way of grants, subsidies and fees of a revenue nature paid to the Tenant by national or local government or any public authority in consideration of or to defray in whole or part the cost of the supply of goods or services at in or from the Demised Premises; and
 - (e) by way of delivery, postal and insurance charges relating to any transaction;
- and
- (a) every sale on credit terms or on an instalment basis shall be deemed to be a sale for the full cash price at the date when the same is made irrespective of the time or times at which the Tenant receives payment; and
 - (b) every hiring of goods to a customer with an option to purchase shall be deemed to be a sale of the goods for the full cash price at the date when the hiring is made (irrespective of the time or times at which the Tenant receives payment) and there will be excluded from the Gross Turnover any hiring charges in respect of such hiring;
 - (c) every deposit by a customer is to be included in the Gross Turnover at the time of receipt and is to be deducted only from the Gross Turnover if and when repaid;
 - (d) in calculating the amount of the Gross Turnover no deduction is to be made for:
 - i bad or doubtful debts; or
 - ii (in the case of transactions paid by credit or debit card) discounts or commissions payable by the Tenant;
 - (e) the following amounts are not to be included in the Gross Turnover or if included shall be deducted:
 - i Value Added Tax, purchase tax and any similar sales or excise tax imposed directly on the Tenant in respect of the supply of goods or services but only to the extent that such tax is actually paid or accounted for by the Tenant to the taxing authority;
 - ii discounts reasonably and properly allowed to employees of the Tenant in respect of goods or services supplied to them by the Tenant;
 - iii the amount reasonably and properly allowed on goods traded in by customers in the ordinary course of business;

- iv the amount of any cash refund or credit given to a customer when goods are returned provided that such cash refund or credit does not exceed the sale price of the goods included in the Gross Turnover;
- v the sale price of goods returned by customers for exchange if:
 - A such sale price has been included in the Gross Turnover; and
 - B the sale price of the goods given in exchange is included in the Gross Turnover;
- vi allowances or refunds made in respect of defective or unsatisfactory goods or services provided that such allowances shall not exceed the sale price of the goods or the charge for the services included in the Gross Turnover;
- vii the value of goods transferred whether by way of exchange or otherwise from the Demised Premises to other premises of the Tenant if such transfer is not made for the purpose of consummating a sale which has been made at in or from the Demised Premises and does not deprive the Landlord of the benefit of a sale which would otherwise have been made at in or from the Demised Premises;
- viii the value of goods returned to shippers wholesalers or manufacturers;
- ix interest charges and credit account service charges;

and for the purposes of this definition of Gross Turnover, Tenant means the Tenant and any group company;

Specified Percentage means [] per cent ([]);

Turnover Certificate a certificate signed by a chartered accountant, whom the Tenant shall appoint, certifying the amount of the Gross Turnover during a Turnover Year;

Turnover Date means [*insert quarter day immediately preceding the Term Commencement Date*] in each calendar year;

Turnover Period means each quarter within the Term provided that the first Turnover Period shall be the period from the Term Commencement Date until the end of the quarter in which the Term Commencement Date falls apportioned upon a daily basis and multiplied by the number of days in the quarter;

Turnover Rent has the meaning set out in paragraph 2 of this schedule;

Turnover Year means a period of one year falling within the Term and commencing on a Turnover Date and ending on the day preceding the next Turnover Date provided that:

- (a) the first Turnover Year shall be the period commencing on the Term Commencement Date and ending on the Turnover Date which next follows;

- (b) the last Turnover Year shall be the period commencing on the last Turnover Date before expiry or earlier determination of the Term and ending on the date of expiry or earlier determination of the Term;

2 Rent

The Turnover Rent shall be a sum equal to the Specified Percentage of the Gross Turnover.

3 Turnover Certificate

- 3.1 Within 21 days after the end of each Turnover Period the Tenant will deliver to the Landlord an Estimated Turnover Certificate relating to the immediately preceding Turnover Period and the Tenant covenants with the Landlord that each Estimated Turnover Certificate and each Turnover Certificate will state accurately the amount of the Gross Turnover during the Turnover Period or the Turnover Year (as appropriate) to which it relates.
- 3.2 The Tenant will pay the Turnover Rent based on the Estimated Turnover Certificate to the Landlord within 21 days after the end of each Turnover Period provided that for the purpose of clause 2.4.3 Turnover Rent for any Turnover Period will be due 21 days after the end of the relevant Turnover Period whether or not by then quantified.
- 3.3 Within 28 days after the end of each Turnover Year the Tenant will deliver to the Landlord a Turnover Certificate relating to the immediately preceding Turnover Year and the Landlord will calculate the Turnover Rent for the Turnover Year and the Tenant will pay to the Landlord within 14 days of written demand any balance due or the Landlord will within 14 days of such calculation repay to the Tenant the amount by which the on account payments made exceed the actual Turnover Rent payable for the Turnover Period.

4 Account Records, Inspection, Audit etc.

- 4.1 The Tenant will maintain the Account Records fully and accurately throughout the Term.
- 4.2 The Tenant will keep safely on the Demised Premises or in such other place reasonably accessible for inspection the Account Records from time to time relating to the then current and the four immediately preceding Turnover Periods and will make the Account Records relating to such Turnover Periods available for inspection at all reasonable times upon reasonable prior notice by an employee or accountant of the Landlord who is duly authorised in writing by the Landlord to make such inspection.
- 4.3 The Landlord may at its reasonable discretion cause an audit of the Account Records relating to the current Turnover Period or any preceding Turnover Period to be made by a chartered accountant appointed by the Landlord and if it is established by such audit that the Gross Turnover for any such Turnover Period has been understated or if the Tenant fails to produce an Estimated Turnover Certificate (in accordance with paragraph 3.1 of this schedule) for any Turnover Period then the proper cost of the audit will be borne by the Tenant;
- 4.4 The Landlord will not disclose any information obtained from inspection or audit of the Account Records except to such extent as may be necessary:

4.4.1 in order to comply with any lawful requirement made of the Landlord; or

4.4.2 for the proper conduct of the Landlord's business

4.5 If it appears from any such inspection or audit that any further Turnover Rent is payable then such Turnover Rent will be paid by the Tenant within fourteen (14) days of written demand.

5 Determination of Disputes

5.1 If any disputes arise between the Landlord and the Tenant as to the amount of the Gross Turnover or the Turnover Rent such dispute is to be determined by an independent chartered accountant to be agreed upon by the Landlord and the Tenant or at the request and option of either of them to be nominated by or on behalf of the President for the time being of the Institute of Chartered Accountants in England and Wales.

5.2 Such chartered accountant is to act as an expert and:

5.2.1 he will be instructed to give notice to the Landlord and the Tenant inviting each of them to make submissions to him within such time as he shall stipulate;

5.2.2 he will be instructed to afford to each party an opportunity to make counter submissions in respect of any such submission;

5.2.3 he will be instructed to give written reasons for his decisions; and

5.2.4 his fees and the costs of appointing him will be borne and paid by the Landlord and the Tenant in such shares and in such manner as he decides or, failing such decision, in equal shares.

5.3 If such chartered accountant shall die or become unwilling to act or incapable of acting for any reason or fail to act with reasonable expedition another such chartered accountant is to be appointed in his place in like manner.

6 Expiry of termination of Term

The provisions of this Schedule shall continue to apply in relation to the payment of any outstanding Turnover Rent due notwithstanding that the Term has ended.

Schedule 9

Service Charge

1 Additional definitions

In this schedule the following additional definitions apply:

Landlord's Expenses means the total of the whole of:

- (a) the costs of providing the Services;
- (b) the costs of entering into and all costs incurred under any maintenance contract entered into for any part of the Common Parts or the Cinema Structure;
- (c) the costs, fees and disbursements of:
 - i managing agents employed by the Landlord for the carrying out and provision of the Services or where managing agents are not employed, a fee equivalent to such costs, fees and disbursements; and
 - ii accountants employed by the Landlord to prepare and audit the service charge accounts and to prepare or issue any certificate or statement to the Tenant or any other tenants of Estate;
- (d) the full costs of employing all staff engaged to perform or otherwise in connection with provision of the Services (including salaries, national insurance, tax, pension contributions, welfare and other benefits, sick-pay, healthcare, maternity and paternity pay, bonuses, employer's liability insurance and benefits-in-kind) and the full costs of the uniforms of such staff and the costs of all equipment and supplies needed for the proper performance of their duties;
- (e) a sum equal to the open market rent (which in the event of dispute will be determined in accordance with the provisions of Section 34 of the Landlord and Tenant Act 1954) for any part of the Estate used as accommodation for staff employed in connection with the Services;
- (f) all rates, taxes, and impositions payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Estate); and
- (g) any VAT payable by the Landlord on any of the items mentioned in this schedule except to the extent that the Landlord is able to recover such VAT as a credit from HM Customs & Excise.

Services has the meaning given to that term in paragraph 2;

Service Charge means [TBC] [subject to the Service Cap] of the Landlord's Expenses;

Service Charge Cap means [TBC]

Service Charge Year means the annual accounting period for the provision of the Services and for the Landlord's Expenses specified by the Landlord from time to time in accordance with this schedule.

2 **Services**

Services for the purposes of this Schedule includes:

2.1 **General cleaning and repairs including:**

- (a) cleaning, maintaining, repairing, replacing, resurfacing, renewing and improving the Cinema Structure, the Common Parts (including all conduits forming part of the Cinema Structure and the Common Parts) and the Accessway and remedying any inherent or patent defect in them;
- (b) cleaning the windows of the Cinema Structure except where this is the express liability of other any tenant or occupier;

2.2 **Lighting the Common Parts.**

2.3 **Refuse services** including cleaning, maintaining and repairing any refuse bins on the Common Parts.

2.4 **Security services** including providing, cleaning, maintaining, repairing, replacing, renewing, improving, operating and replacing any security machinery and equipment (including closed circuit television and intruder alarm systems) on the Common Parts and the Cinema Structure.

2.5 **Maintaining general appearance** including:

- (a) cleaning, maintaining, repairing, replacing, renewing and improving a signboard showing the names and logos of the Tenant and other occupiers of the Estate; and
- (b) maintaining the landscaped and grassed areas of the Common Parts.

2.6 **Providing staff** including providing security, cleaning and maintenance staff for the Common Parts.

2.7 **Compliance with regulations and other requirements** including:

- (a) complying with the recommendations and requirements of the insurers of the Cinema Structure and the Common Parts;
- (b) complying with all statutes relating to the Cinema Structure and the Common Parts their use and any works carried out to them, and relating to the use of all conduits or Plant on or serving the Common Parts and to any materials kept at or disposed of from the Common Parts including carrying out works of improvement;
- (c) complying with any Third Party Rights to the extent that they relate to the Common Parts or the Cinema Structure;

- (d) taking any steps including proceedings that the Landlord acting reasonably considers necessary or desirable to prevent or remove any encroachment over the Common Parts or to prevent the acquisition of any right over the Common Parts or the Cinema Structure or to remove any obstruction the flow of light or air to the Common Parts or the Cinema Structure as a whole;

2.8 Other services the Landlord considers fit

Any other service or amenity properly and reasonably provided by the Landlord during the Term and not expressly mentioned which is reasonably considered by the Landlord to be necessary in the interests of good estate management for the benefit of the Common Parts.

3 Provision of services

3.1 Subject to the Tenant paying the Service Charge, the Landlord will use its reasonable endeavours to supply the Services but the Landlord will not be in breach of this obligation as a result of any temporary failure or interruption of any of the Services:

3.1.1 resulting from circumstances beyond the Landlord's reasonable control, so long as the Landlord has used reasonable endeavours to remedy any such problem as soon as reasonably practicable after becoming aware of it; or

3.1.2 to the extent that any of the Services cannot reasonably be provided as a result of works of inspection, maintenance and repair or other works being carried out as long as the works are carried out as quickly as reasonably practicable and all reasonable steps have been taken to minimise disruption.

3.2 The Landlord may, but is not obliged to, provide other services whether or not they are similar in nature to the Services.

3.3 The Landlord will not be obliged to carry out any works where the need for those works has arisen by reason of any damage or destruction by a risk against which the Landlord is not obliged to insure pursuant to this Lease.

3.4 It is agreed that, in performing its obligations under this schedule, the Landlord acting reasonably at all times shall be entitled to replace any item of Plant or any part of the Cinema Structure or the Common Parts where such item or part is beyond economic repair with a reasonable modern equivalent and the whole of the costs of doing so will be a Landlord's Expense.

3.5 It is agreed that the Tenant will not be entitled to object to any Landlord's Expense solely on the ground that the Service to which it relates could have been supplied more cheaply.

4 Service charge year

4.1 Subject to the provisions of paragraph 3.2, the Service Charge Year will commence on the date notified by the Landlord to the Tenant in each year of the Term.

4.2 The Landlord may change the Service Charge Year commencement date by giving written notice (an **Alternative Date Notice**) to the Tenant of an alternative commencement date for the Service Charge Year at any time.

4.3 If the Landlord serves an Alternative Date Notice, then:

4.3.1 the Service Charge Year in which Alternative Date Notice (a **Pre-Change Year**) is given will be deemed to end on the day before the date specified Alternative Date Notice as the revised Service Charge Year commencement date;

4.3.2 if the Pre-Change Year is a period of less than 12 months, the Tenant's obligations to pay the estimated Service Charge and the actual Service Charge for Pre-Change Year will be an apportioned amount of the estimated on account payments and the Actual Service Charge calculated as follows:

$$\frac{x}{365} \times y$$

where:

x = the number of days in the Pre-Change Year; and

y = the sum to be apportioned.

5 **Preparation of estimate and on account payments**

5.1 Before or as soon as practicable after the start of each Service Charge Year, the Landlord will prepare and send the Tenant an estimate of the Landlord's Expenses for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year.

5.2 The Tenant will pay the estimated Service Charge for each Service Charge Year in four equal instalments on each of the Quarter Days.

5.3 The Tenant's obligations for the Service Charge Year current at the date of this Lease to pay the estimated Service Charge and the actual Service Charge will be limited to an apportioned part of those amounts.

5.4 The apportioned part will be calculated on a daily basis for the period from the date of this Lease to end of the Service Charge Year.

5.5 The estimated Service Charge for which the Tenant is liable will be paid in equal instalments on the date of this Lease and remaining Quarter Days during the period from the date of this Lease until the end of the Service Charge Year.

6 **End of year statements**

6.1 As soon as reasonably practicable after the end of each Service Charge Year, the Landlord will prepare and send to the Tenant a certificate showing the actual Landlord's Expenses and the actual Service Charge for the relevant Service Charge Year.

6.2 The certificate will be prepared in accordance with accounts of the Landlord's Expenses prepared by the Landlord's accountants.

6.3 The supporting invoices and receipts used in preparation of those accounts may be inspected by the Tenant on prior appointment with the Landlord or (if the Landlord so directs) with the Landlord's accountants or managing agents.

7 Balancing payments

7.1 If in any Service Charge Year the Landlord's estimate of the Service Charge is less than the actual Service Charge, the Tenant will pay the difference on demand.

7.2 If in any Service Charge Year the Landlord's estimate of the Service Charge is more than the actual Service Charge, the Landlord will credit the difference against the Tenant's next instalment of the estimated Service Charge.

7.3 Where the difference mentioned in paragraph 7.2 of this schedule exceeds the next instalment, then the balance of the difference will be credited against each succeeding instalment until it is fully credited).

8 Omissions

If any cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord will be entitled to include it in the estimate and certificate of the Service Charge in any following Service Charge Year .

9 Certificate binding as to fact

Otherwise, and except in the case of manifest error, any certificate relating to the Service produced by the Landlord or on its behalf will conclusive as to all matters of fact to which it refers.

Schedule 10
Schedule of Condition

Schedule 11

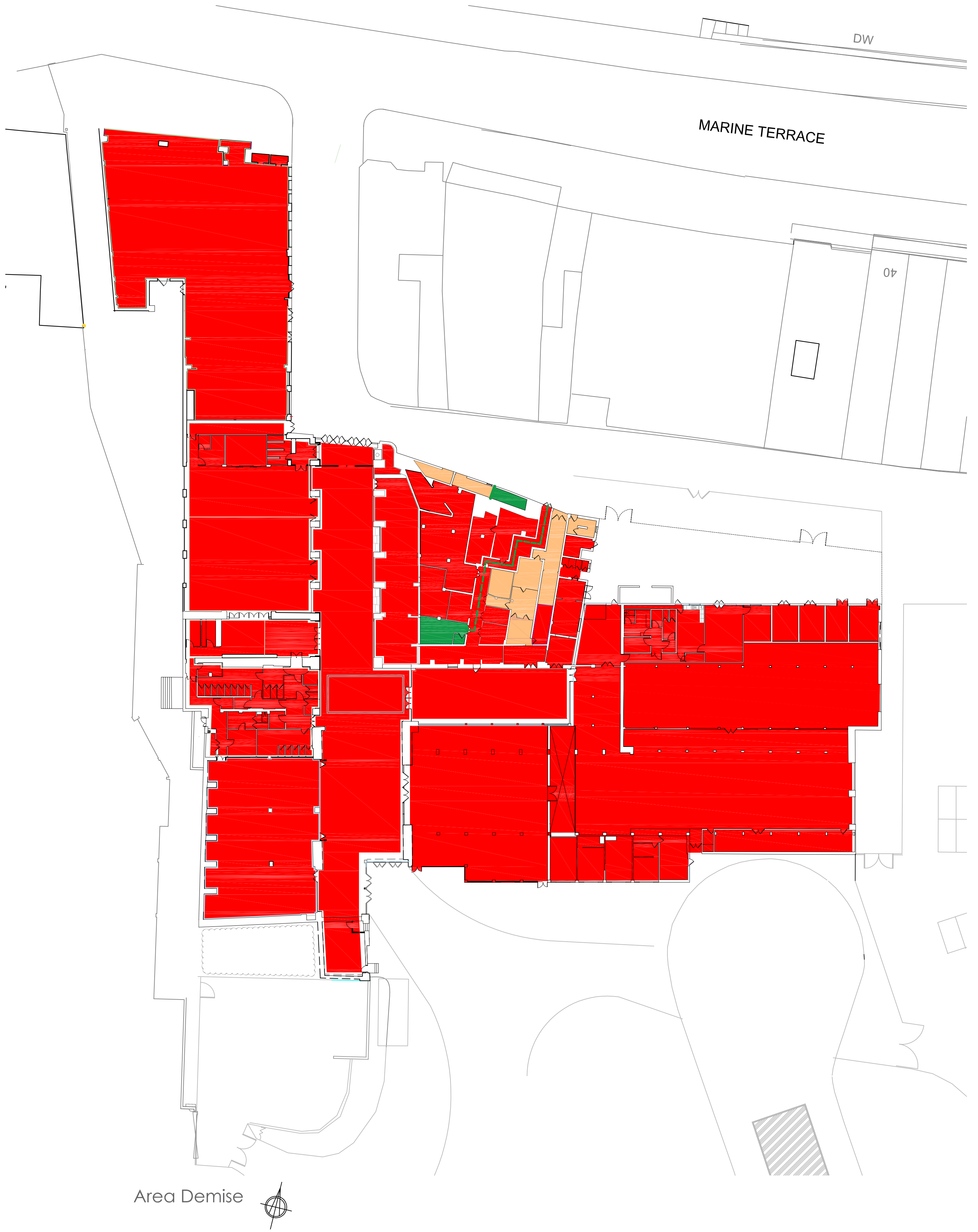
Form of Underlease Approved by Landlord

[Insert TDC execution clause]

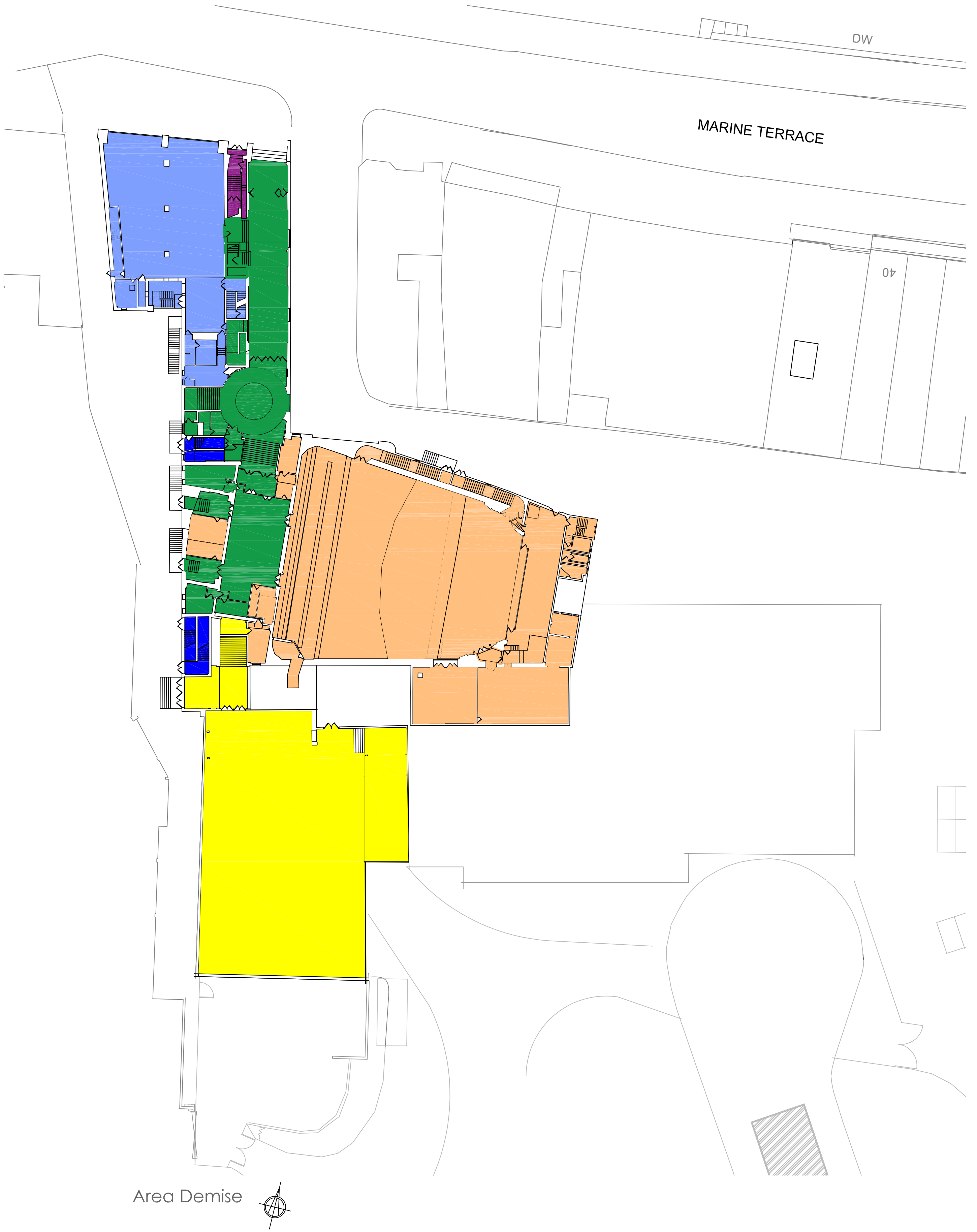
SIGNED AS A DEED by **SANDS HERITAGE LIMITED**
acting by a director and its Company Secretary or
by two Directors

Nick Conington Director

John Adam Director



Area Demise





Appendix 4

Draft
Concession
Agreement



dated

2015

Thanet District Council

Concession Agreement

in relation to the management and operation of Dreamland Heritage Amusement Centre, Margate including public relations, education and community services.

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Agreement

dated 2014

Parties

- (1) Thanet District Council, of Cecil Street, Margate, Kent CT9 1XZ (the **Authority**).
- (2) Sands Heritage Limited a corporation organised and existing under the laws of England and Wales whose registered office is at Bridge House 4 Borough High Street London Bridge London SE1 9QR company registration number 09094163 (the **Concessionaire**).

Each a **Party** and together the **Parties**.

Background

1 Purpose and Powers

- 1.1 The Authority has acquired the Concession known as Dreamland pursuant to its powers under Section 226(1)(a) of the Town and Country Planning Act 1990 (as amended) to promote and improve the economic, social and environmental well-being of its area and the freehold title is now vested in the Authority.
- 1.2 The Authority has a duty pursuant to Section 233 of the Town and Country Planning Act 1990 to obtain the best consideration reasonably obtainable in respect of the disposal of any interest in land over seven years.
- 1.3 The Authority has the power to provide such recreational facilities as it thinks fit, including powers to provide buildings, equipment, supplies and assistance of any kind pursuant to Section 19 of the Local Government (Miscellaneous Provisions) Act 1976, has a power to do anything that individuals generally may do pursuant to Section 1(1) of the Localism Act 2011 and has the power to enter into contracts pursuant to Section 1(1) of the Local Government (Contracts) Act 1997.

- 1.4 The Authority is a best value authority for the purposes of Section 1 of the Local Government Act 1999 and has a duty to make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness.
- 1.5 The Authority is a contracting authority for the purposes of the Public Contracts Regulations 2006 and has the freedom to organise a procedure leading to the choice of concessionaire.
- 1.6 The Concession has had the benefit of grant funding awarded by the CABE on 1 February 2010 subsequently assigned to the Secretary of State for Culture, Media and Sport on 31 March 2011 and the National Lottery on 17 January 2012 for the approved purposes set out in the relevant Grants and the Authority remains the accountable body in respect of those Grants.
- 1.7 The Authority, in consideration of having selected the Concessionaire to operate the Concession and granting the Lease to the Concessionaire, also requires the Concessionaire to preserve the Scenic Railway and other heritage assets at the Concession, deliver public relations, educational and community services, in compliance with the conditions of the Grants and to run the Concession as a sustainable and viable business so as to enhance Margate's attractiveness as a leisure, holiday and retail destination for visitors and to provide learning and volunteering opportunities for the local community.

2 Definitions

In this Agreement the following words and expressions shall bear the following meanings:

Business Day means a day (other than a Saturday or a Sunday) on which banks are open to business in London for the transaction of general business.

Centre Plan means the amusement park as shown on Plan A in Annex 2.

Child Protection Policy means the Authority's current Child Protection Policy set out in Annex 5.

Concession means the premises known as Dreamland Amusement Centre, Marine Terrace, Margate, Kent as more particularly described in the Lease and shown on the Centre Plan.

Concession Guidelines means the "Concession Guidelines for Dreamland" produced by the Authority and set out in Annex 1 to this Agreement as the same may be amended by the Authority and notified to the Concessionaire from time to time.

Concession Period means the period of [] years commencing on and including the date hereof.

Directive means Council Directive 2001/23, as amended from time to time.

Estate Plan means the Dreamland site as shown on Plan B in Annex 2.

Event means any event, function, ceremony or activity, which is scheduled to be held at the Concession.

Force Majeure means any act of God, war, terrorist activity, fire, flood, explosion, failure of public or civil commotion, or the threat of any of the foregoing, but shall not include the delay, default or failure of the Concessionaire's sub-tenants, licensees, suppliers or sub-contractors except where that delay, default or failure is also beyond the reasonable control of the sub-tenant, licensee, supplier or sub-contractor concerned.

Grant means the funding awarded by the CABE on 1 February 2010, the responsibility for which was subsequently assigned to the Secretary of State for Culture, Media and Sport on 31 March 2011 and funding awarded by the National Lottery on 17 January 2012.

Grant Funder means either or both of the National Lottery and the Secretary of State for Culture, Media and Sport and any of their successors or assigns being the organisations who have awarded the Grant.

HLF means the Heritage Lottery Fund as managed and awarded through grants by the National Lottery.

HLF Approved Purpose shall mean in relation to the Concession any of the following:

- (a) Provision of a learning zone and exhibition space in existing buildings;
- (b) Renewal of visitor facilities and landscaping;
- (c) Provision of signage and interpretation throughout;
- (d) Engagement of people, particularly young people, in celebrating youth culture;
- (e) Provision of employment and training opportunities; and
- (f) Provision of opportunities for people to volunteer.

[HLF Event of Default – to be discussed further]

- (a) The Concessionaire does not use any part of the HLF Grant for the purpose for which it was awarded;
- (b) The Concessionaire has not provided sufficient evidence as requested by either the Authority or HLF to satisfy the conditions of Grant by the relevant payment date;
- (c) The Concessionaire or any of the Concessionaire's employees or agents commit a fraud or at any time the Concessionaire has acted fraudulently or negligently in relation to this Agreement;
- (d) Any representations, statements, warranties or conditions described in the Concessionaire's tender or otherwise made by the Concessionaire or any of the Concessionaire's employees or agents are or become false or misleading, whether deliberately or not;

- (e) The Concessionaire or any of its licensees or sub-tenants stop using or operating the whole or substantial part of the Concession for the agreed use at any time throughout the Concession Period without the Authority's consent;
- (f) The Concessionaire attempts to or the Concessionaire does dispose, charge, let, assign or otherwise deal with the Concession or any asset(s) comprised in the Concession without the Authority's consent;
- (g) The Authority and/or HLF is of the opinion that the Concessionaire no longer has the necessary resources and funding deliver the Concession or properly insure or maintain the Concession;
- (h) the Concessionaire puts the Authority in breach of any of its obligations either expressly contained or implied in any Grant Agreement with the Grant Funders;
- (i) The Concessionaire is in material default under any of the express or implied terms of the Lease or any other Agreement the Concessionaire has with the Authority;
- (j) The Concessionaire or the Concessionaire's solicitor breaches any undertaking given at any time, either to the Authority or a Grant Funder;
- (k) The Concessionaire does not follow the Authority's reasonable instructions (and for the purposes of construction with this clause, any instructions which are given in order to enable the Authority to comply with its conditions imposed by a Grant Funder shall be deemed to be reasonable); and/or
- (l) The Concessionaire or any of the Concessionaire's employees or agents act illegally or negligently at any time during the Concession Period and the Authority believes such negligence is likely to have a

material adverse effect on the Concessionaire or the Concessionaire's ability or willingness to fulfil its obligations under this Agreement or is likely to harm the Authority's or a Grant Funder's reputation.] ***[Note: this needs to be reviewed with the lease to ensure that the terms are consistent]***

(m) Failure by the Concessionaire to comply with clause 6.5 or 6.6 of this Agreement.

Insurance means a comprehensive insurance policy with a reputable insurance company as is available in the normal insurance market and subject to such usual terms and conditions acceptable to the Concessionaire acting reasonably and being a policy which is approved by the Authority to cover liability for any material claim which may at any time arise in connection with operation of the Concession or otherwise which insurance shall cover the following risks:

(n) third party and public liability;

(o) employer's liability; and

(p) product liability insurance.

Lease means the lease dated [] between the Authority and the Concessionaire.

Phases mean [•] (with each phase individually being known as a **Phase**)

Scenic Railway means the scenic railway with Grade II* listed status registered under title number K975684 and as shown on Plan [] in Annex [].

2.2 In this Agreement:

2.2.1 headings are for convenience only and shall not affect the interpretation of this Agreement;

- 2.2.2 references to any clause, paragraph, Schedule and/or Annex are to those contained in this Agreement and all Schedules and Annexes to this Agreement are an integral part of this Agreement;
- 2.2.3 references to a party are references to a party to this Agreement including that party's successors in title, assigns or transferees permitted in accordance with the terms of this Agreement;
- 2.2.4 references to the masculine gender shall include the feminine; and to the singular shall include the plural, and vice versa;
- 2.2.5 references to a person shall be construed so as to include an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organisation, any government or state or any agency of a government or state, local or municipal authority or other governmental body;
- 2.2.6 the words include, including and in particular shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 2.2.7 where any provision requires the consent of the other Party such consent shall be sought in advance, in writing (unless otherwise agreed between the parties) and not unreasonably withheld or delayed save that any refusal or delay in consent by the Authority shall be deemed to be reasonable where such delay or refusal is attributable to the Authority's compliance with its statutory functions, governance or constitutional requirements or the need to seek consent from a Grant Funder;
- 2.2.8 in the event of any conflict between the terms of the Lease and this Agreement, the Lease shall prevail.

3 Concession

- 3.1 The Authority grants to the Concessionaire the right to manage and operate the facilities at the Concession and to utilise the fixtures and fittings solely for the purposes of the Concession during the Concession Period in accordance with the terms of this Agreement.
- 3.2 The purpose of the Concession shall be an amusement park with associated retail leisure office and ancillary uses and the Concessionaire shall not operate the facilities at the Concession otherwise than as an amusement park with associated retail leisure office and ancillary uses and for the holding of temporary events (including funfairs and travelling circuses) together with catering for visitors to the Concession or other permitted events, concerts, retail, games, stalls, sideshows and refreshment facilities, education, training and volunteering facilities (provided that such uses are ancillary to the primary use of the Concession as an amusement park).

4 Outgoings

The Concessionaire shall pay and discharge all costs, expenses and other amounts required to procure the due performance of the Concessionaire's obligations under this Agreement, including all amounts of value added tax payable by the Concessionaire.

5 Records and Accounts for HLF Grant Funding

- 5.1 The Concessionaire shall keep, in accordance with generally accepted accounting principles, complete and accurate books of account and records covering all transactions in relation to the operation of the Concession or otherwise relating to this Agreement (including all relevant invoices and letters) and the Authority and its auditors shall have the right on 20 Business Days' notice in writing to examine such books and records at the principal place of business of the Concessionaire during usual business hours and shall have full access to the books for the said purpose and for the purpose of taking extracts therefrom.

- 5.2 All books of account and records referred to in clause 5.1 above shall be kept available for at least 12 years after expiry or earlier termination of this Agreement and the Concessionaire agrees to permit inspection of the books by the Authority or its nominee during such period in accordance with clause 5.1 above.
- 5.3 The Concessionaire shall provide any Grant Funder with any other financial information and records such Grant Funder may reasonably request from time to time regarding use of the relevant Grant, the Concession, or in the case of HLF, the HLF Approved Purpose.
- 5.4 The Concessionaire shall allow the Authority, any Grant Funder or anyone authorised by the Grant Funder to have any access as may be reasonably necessary in order to:
- (a) inspect the Concession and any work to it; and
 - (b) monitor the conduct and progress of the HLF Approved Purpose.
- 5.5 If any Grant Funder or anyone duly authorised by a Grant Funder makes any recommendations on the matters set out in the clause 5.4 above, the Concessionaire shall notify the Authority forthwith and take those recommendations into account.
- 5.6 The Concessionaire shall co-operate fully with the Authority, the Grant Funder and any project monitor appointed by the relevant Grant Funder and provide all reasonable assistance and information that the Authority, the relevant Grant Funder or such project monitor may reasonably require and allow the Authority, the relevant Grant Funder and the project monitor full and free access to the Concession and books, meetings, and records and papers relating to the Concession or its management or operation.
- 5.7 The Concessionaire shall co-operate fully with the Authority with regard to the submission of documentation to the Grant Funders to satisfy the conditions of Grant.
- 5.8 Where the Concessionaire provides any information to a Grant Funder the Concessionaire shall simultaneously copy in the Authority's Grant Funding Officer the identity and contact

details of such person being notified in writing by the Authority to the Concessionaire from time to time.

6 The Concessionaire's undertakings

6.1 The Concessionaire acknowledges that it conducts the Concession on its own account and as such shall be responsible for all risks, costs, expenses and claims of whatsoever nature arising from its conduct of its business.

6.2 The Concessionaire shall be deemed to have:

6.2.1 gathered all information necessary to perform its obligations under the Agreement and other obligations assumed. ***[To be confirmed]***

6.3 The Concessionaire shall:

6.3.1 arrange for the general public to have appropriate access to the Concession in accordance with the principles of this Agreement;

6.3.2 ensure the Concession is open to the public during its normal opening times;

6.3.3 ensure no person is unreasonably denied access to the public areas of the Concession during its normal opening times;

6.3.4 conduct in a proper, efficient and courteous manner the sale of products at the Concession and not sell or offer or advertise for sale at the Concession any weapon or pornographic material nor to offer or advertise any services incidental to the sale of such prohibited products;

6.3.5 maintain the Scenic Railway in safe, clean, orderly, sanitary, good repair and working order in accordance with the standards required in the Lease and if at any time the Authority is of the opinion that the Concessionaire is not complying with such obligations, the Authority may without prejudice to any of the other remedies available to the Authority (including termination of this Agreement),

give to the Concessionaire a written notice of the steps required by the Authority in order to ensure compliance with the said provisions and the Concessionaire shall at its own expense comply with such requirements forthwith;

[6.3.6](#) attend prior to and during the Concession such management, public, consultative or other meetings as the Authority may reasonably request in relation to the Concessionaire's operation of the Concession;

[6.3.7](#) not damage or allow its employees to damage the Concession, and in the event of any damage to take all reasonable steps as soon as reasonably possible to ensure that the damage is made good as soon as reasonably practicable;

[6.3.8](#) deal promptly and courteously with any complaints from customers;

[6.3.9](#) provide quarterly reports to the Authority regarding complaints received in relation to the Concession; and

[6.3.10](#) take appropriate action as may be reasonably necessary where any person at the Concession has given rise to justifiable causes of customer or public complaint or has caused the Concessionaire to be in breach of any obligation in this Agreement in particular but not limited to the provisions of clause 9 regarding safeguarding.

[6.4](#) [The Concessionaire covenants with the Authority to give at least [] days' written notice to the Authority of the intended date of opening of each Phase (**Phase Opening Date**) of the Concession and the Scenic Railway to the public (**Phase Opening Notice**) and the Council shall retain the right to approve or amend the proposed Phase Opening Date].

[6.5](#) [The Concessionaire shall not open the relevant Phase of the Concession and the Scenic Railway to the public until the date set out in the Phase Opening Notice (unless otherwise agreed in writing by the Authority) such agreement not to be unreasonably withheld or

delayed and it shall be deemed reasonable for the Authority to withhold or delay consent on the following grounds [- Council to instruct e.g. public safety; competing event; etc?].]

6.6 The Concessionaire shall ensure that:

6.6.1 The relevant Phase of Concession and the Scenic Railway is open to the public on the date set out in the Phase Opening Notice (unless otherwise agreed in writing by the Authority); and

6.6.2 All phases of the Concession and Scenic Railway are open to the public no later than 18 months after the date of this Agreement.

7 Location of Scenic Railway and Sublet Concessions

7.1 The Concessionaire shall not alter, rearrange or relocate the Scenic Railway from its location as shown on [Plan A] in Annex 2 in any way, without the written permission of the Authority.

7.2 The Authority retains the right at its absolute discretion to require the Concessionaire to re-site, suspend or close any sub-let concession, facility or ride where the Authority deems such to be reasonably necessary on health and safety, environmental grounds or to enable the Authority to comply with its statutory functions.

8 Key Personnel

8.1 The Concessionaire shall ensure that a senior person with suitable, sufficient and relevant experience and qualifications is appointed as the Chief Executive and can be contacted during the normal opening times of the concession. An out of normal opening times telephone number shall be made available which provides access to the Chief Executive or a person acting in his or her place at all times.

8.2 The Chief Executive or duly authorised deputy shall be the authorised representatives of the Concessionaire and as such are empowered on behalf of the Concessionaire for all purposes connected with this Agreement. Any information, instruction or other

communication given or made to the Chief Executive or deputy shall be deemed to have been given or made by or to the Concessionaire.

9 Compliance with Legal Requirements including Child Protection

9.1 The Concessionaire shall:

9.1.1 comply with all necessary statutory requirements relating to the operation of the Concession where appropriate obtaining licences, permissions, consents and insurances that are necessary by law;

9.1.2 observe and comply with and ensure that staff employed at the Concession are duly trained and observe and comply with all instructions given by or on behalf of the Authority where required to enable the Authority to comply with any statutory function or government guidance including but not limited to the Authority's safeguarding policies;

9.1.3 permit the Authority, or its nominees to enter the Concession at all reasonable times on reasonable prior notice (unless the Authority is unable to provide reasonable prior notice in order to comply with its statutory functions in which case the Concessionaire shall permit the Authority or its authorised agents to enter the Concession at all reasonable times without prior notice) for all purposes and in particular (but without prejudice to the foregoing) in respect of compliance with any statutory function and the proper and effective management of the Concession.

9.2 [If HLF Grant is to be used by the Concessionaire for the buying of goods or services or execution of work, the Concessionaire shall carry out a tendering exercise in accordance with best procurement practice and in a fair and transparent manner.]

9.3 The Concessionaire shall and shall use reasonable endeavours to ensure that its sub-tenants, assignors, licensees and sub-contractors comply with the Authority's current Child Protection Policy as set out in Annex 5 or such amended or replaced policy. The

Concessionaire shall ensure that its sub tenants assignors licensees and sub-contractors are informed of the Child Protection Policy.

- 9.4 The Authority shall immediately notify the Concessionaire in writing of any changes or amendments to the Child Protection Policy.

The Concessionaire undertakes to indemnify and keep at all times fully indemnified the Authority, the Grant Funders, and their successors, assigns and licensees from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision reasonable legal costs of the Authority on a solicitor and own client basis), awards and/or damages howsoever arising directly or indirectly as a result of any breach or non-performance by the Concessionaire of any of its undertakings, warranties or obligations under this Agreement. **[include capped indemnity?]**

10 Insurance

- [10.1](#) The Concessionaire shall within 5 Business Days following the date of this Agreement effect and maintain the Insurance in accordance with Annex 4 throughout the Concession Period with an insurer of repute and do nothing to invalidate the insurance.

- [10.2](#) The Concessionaire shall procure that any sub-tenant or licensee shall provide evidence of valid public liability insurance cover of at least £5,000,000 (five million pounds) with an insurer of repute as a precondition of the grant of any sub-lease or licence and shall procure that such insurance remains in full force and effect for at least a period of three years following expiry of the relevant licence or sub-lease.

11 The Authority's undertakings

- 11.1 The Authority shall:

- 11.1.1 permit the Concessionaire, (and its permitted sub-tenants, licensees, visitors and assigns) free passage during the Concession Period to and from the Concession along such routes and by such manner;

- 11.1.2 grant to the Concessionaire the right, in common with others entitled thereto and so far as the Authority can grant the same, of free passage and running of services to and from the Concession through the service media now existing within the Concession;
- 11.1.3 reasonably cooperate with the Concessionaire in order to support the successful operation of the Concession by the Concessionaire during the Concession Period.

12 **Best Value Duty of Authority**

The Concessionaire acknowledges that the Authority is subject to the best value duty under Section 1 of the Local Government Act 1999.

- 12.1.1 The Concessionaire shall, throughout the Concession Period, but only to the extent of its obligations in this Agreement use reasonable endeavours to seek to secure continuous improvement in the way in which the Concession is provided, having regard to a combination of economy, efficiency and effectiveness.
- 12.1.2 The Concessionaire shall undertake or refrain from undertaking such actions as the Authority shall reasonably request to enable the Authority to comply with Part 1 of the 1999 Act. The Concessionaire shall, on each anniversary of the date of this Agreement, or on such other date in each year as the Concessionaire and the Authority may agree to undertake (or procure the undertaking of) customer satisfaction surveys (**Customer Satisfaction Surveys**). Within one month of date of each customer satisfaction survey, the Concessionaire shall prepare a summary of the results of the customer satisfaction surveys in such form as the Authority shall reasonably require and promptly upon a written request from the Authority provide such further details

(including copies of all returned questionnaires and/or any other survey material used by the Concessionaire) as the Authority shall reasonably require.

- 12.1.3 Without prejudice to any other provision in this Agreement the Concessionaire shall on each anniversary of the date of this Agreement or on such other date in each year as the Concessionaire and Authority may agree, at its own cost, provide to the Authority a written report (the **Annual Service Report**) and such report shall include a review of how continuous improvement is being achieved in the Concession.

13 **Health & Safety**

Without prejudice to any other term or condition of this Agreement the Concessionaire shall comply in all respects with the provisions of any statute, statutory instrument, rule or regulation in force from time to time relating to health and safety issues relevant or applicable to the Concession and shall bear the penalty for any contravention of the standard provisions relating to safety.

14 **Public Sector Equality Duty**

- 14.1 The Concessionaire shall be committed to a policy of treating all its employees and job applicants equally. No employee or potential employee of the Concessionaire shall receive less favourable treatment or consideration on the grounds of race, colour, religion or belief, nationality, ethnic or national origins, sexual orientation, gender re-assignment, age, disability, marital status or part-time status or be disadvantaged by any conditions of employment that cannot be justified as reasonably necessary on operational grounds.
- 14.2 Insofar only as the Concession constitutes the exercise of a public function, the Concessionaire shall in the exercise of that function comply with the public sector equality duty under section 149 (2) of the Equality Act 2010 and shall have due regard to the need to:

- 14.2.1 eliminate discrimination (whether direct or indirect), harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
 - 14.2.2 advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
 - 14.2.3 foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 14.3 Where, in connection with this Agreement the Concessionaire (including its agents and employees) or any sub-tenant or sub-contractor of the Concessionaire is required to carry out work or services or alongside the Authority's employees on any other premises they shall comply with the Authority's own employment policy and codes of practice relating to equality as notified by the Authority to the Concessionaire from time to time.
- 14.4 The Concessionaire (including its agents and employees) shall, and use reasonable endeavours to procure that any Sub-contractor of the Concessionaire shall, have due regard to and facilitate that in the provision of the Concession all reasonable steps are taken to assist the Authority to meet its equality objectives as published by the Authority from time to time.
- 14.5 The Concessionaire (including its agents and employees) shall use reasonable endeavours to procure that any Sub-contractor of the Concessionaire shall, ensure that none of its employees or customers or service users receive less favourable treatment because of a protected characteristic (as defined in the Equality Act 2010).
- 14.6 The Concessionaire shall provide such information as the Authority may reasonably request, for the purpose of assessing the Concessionaire's compliance with this clause.
- 14.7 The Concessionaire shall monitor the representation among its employees engaged in the provision of the Concession of persons of different protected characteristics, having regard to the Authority's procedures for monitoring representation among its own employees as advised by the Authority to the Concessionaire from time to time.

14.8 Where it appears to the Concessionaire that there are groups of persons with a particular protected characteristic who are under-represented in the Concessionaire's workforce engaged in the provision of the Concession in comparison with the population within a radius of 50 miles, the Concessionaire shall take such steps as are lawful under the Equality Act 2010 to improve the relevant representation.

14.9 The Concessionaire shall twelve (12) months from the Agreement Date and annually thereafter provide a written report to the Authority detailing its compliance with this with anti-discrimination legislation.

15 **Anti-Bribery, Fraud & Corruption**

The Concessionaire confirms that it has not given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Agreement or any other agreement with the Authority or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement with the Authority. The Concessionaire confirms that it is not aware of any agreement with the Authority whereby the Concessionaire or any person employed by him/her or acting on his/her behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) Local Government Act 1972. The Concessionaire shall and shall use its reasonable endeavours to ensure that its sub-tenants, sub-contractors and assigns comply with the Authority's current anti-fraud and corruption policies as may be amended or replaced and notified by the Authority to the Concessionaire from time to time.

16 **Stakeholder Liaison**

16.1 The Concessionaire shall liaise with and consult community representatives, schools, stakeholders, other bodies, groups or individuals with regard to the Concession including:

16.1.1 the Dreamland Trust

16.1.2 relevant members, officers and employees of the Authority; and

16.1.3 relevant consultative and user groups;

16.2 The Concessionaire shall:

16.2.1 notify the Authority regarding such requests for information by any person or body specified in clause 17.1;

16.2.2 copy information sent to the relevant stakeholder to the Authority if the Authority so requests; and

16.2.3 maintain a log of all information sent to the relevant stakeholder, which the Authority may access upon reasonable notice.

17 **Information and Data Sharing**

17.1 Subject to any obligation or requirement in respect of confidentiality and data protection legislation, the Parties shall use reasonable endeavours to provide and share information and data reasonably required by the other:

17.1.1 to enable them to perform their obligations under this Agreement; and/or

17.1.2 (in the case of the Concessionaire) which is reasonably necessary to enable the Authority to perform its statutory obligations insofar as such provision forms part of the Concession.

17.2 The Concessionaire is aware of the Authority's Data Quality Framework and acknowledges the expectations placed upon all contractors that provide data to the Authority. A copy of the Authority's current Data Quality Framework may be viewed at www.thanet.gov.uk.

18 **Anti-Fraud and corruption Policies of the Authority**

The Concessionaire hereby agrees to provide data as is reasonably available to the Concessionaire to the Authority upon reasonable request from the Authority and within reasonable timescales as required by the Authority acting reasonably at all times and acknowledges that the Authority may from time to time require it to assist the Authority's auditors and/or performance officers in the review of the systems and processes used by the Concessionaire in the production of data to the Authority.

19 **Inquiries, Investigations and Inspections**

19.1 The Concessionaire shall at all times during the Concession Period and for a period of two (2) years afterwards fully co-operate with any inquiry, investigation or inspection (whether routine or specific) by Government, the Authority or any other competent authority, which in any way concerns, affects or relates to the Concession, or any sum claimed or charged in relation to this Agreement. Such inquiry, investigation or inspection may include, inter alia:

19.1.1 an investigation by the Authority into an accident or incident or complaint about health and safety failures at the Concession;

19.1.2 an investigation by the Authority into fraud, or alleged fraud, by the Concessionaire in connection with the Concession;

19.1.3 an investigation by the Authority into a complaint about the acts or omissions of the Concessionaire, its employees or agents made under the Equalities Legislation;

19.1.4 the Inspectorate for children and learners in England (Ofsted);

19.1.5 the Authority's auditors (whether internal or external);

19.1.6 the Local Government Ombudsman;

- 19.1.7 an investigation by the Grant Funders or any other public body responsible for the scrutiny of the provision of services by local authorities.
- 19.2 The Concessionaire shall notify the Centre Director in writing as soon as it becomes aware of any investigation of or proceedings brought against the Concessionaire or any of the Concessionaire's sub-tenants or sub-contractors relating to any of the matters referred to in clause 19.1.
- 19.3 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Concessionaire's performance of its obligations under this Agreement being in contravention of the legislation or statutory guidance specified in clause 0, the Concessionaire shall, free of charge but subject always first to the Concessionaire's duty to comply with all legislation relating to health and safety, equality and privacy for the Concessionaire and its agents and employees:
- 19.3.1 provide any information reasonably requested by the Authority, as soon as reasonably practicable;
- 19.3.2 provide access to the Concession;
- 19.3.3 attend any meetings reasonably required by the Authority and permit any of the Authority's staff to attend;
- 19.4 The Concessionaire shall, if reasonably requested by the Authority, co-operate with the Authority, at its own expense, in connection with any legal proceedings, arbitration, court proceedings or ombudsman inquiries in which the Authority may become involved, arising from acts or omissions of the Concessionaire, its employees, sub-contractors or agents.
- 19.5 The Concessionaire shall fully co-operate with any of the Authority's statutory officers whilst such statutory officers are exercising and performing their statutory powers and duties in relation to this Agreement or the Concession.

20 **Force Majeure**

Neither Party shall be liable to the other Party under this Agreement for any loss, damage or delay consequent upon any circumstances outside of its control. The Party claiming to be prevented or delayed in performance of any of its obligations under this Agreement by reason of Force Majeure shall take reasonable steps as are necessary to bring the Force Majeure event to a close or mitigate its effects on the Concession or to find a solution by which this Agreement may be performed despite the continuance of the Force Majeure event.

21 **Remedies**

21.1 The rights and remedies conferred on the parties by this Agreement are cumulative and not exclusive of any rights and remedies provided by the law or otherwise.

21.2 The Concessionaire shall not in any way be relieved from any obligation under this Agreement nor shall it be entitled to claim against the Authority on grounds that:

21.2.1 any information, whether obtained from the Authority or otherwise (including information made available by the Authority), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information; or

21.2.2 the Concession and the Scenic Railway are not of satisfactory quality or fit for their purpose.

22 **Step-In and Step-Out**

22.1 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, if the Authority reasonably believes that it needs to take action in connection with the Concession:

22.1.1 because a serious risk exists to the health or safety of persons (in particular but not limited to customers) at the Concession (including but not limited to the Scenic Railway) or to the environment; or

22.1.2 to discharge a statutory duty by the Authority; or

22.1.3 as may be required by the outcome of a statutory inspection.

the Authority shall be entitled to take action in accordance with clauses 22.2 to 23.5 below either through itself or through (or with the assistance of) third party contractors.

22.2 If clause 22.1 applies and the Authority wishes to take action, the Authority shall notify the Concessionaire in writing (**Step-in Notice**) of the following:

22.2.1 the action it wishes to take;

22.2.2 the reason for such action;

22.2.3 the date it wishes to commence such action;

22.2.4 the time period which it believes will be necessary for such action; and

22.2.5 to the extent practicable the effect on the Concessionaire and its ability to operate the Concession during the period such action is taken.

22.3 The parties shall collaborate in good faith and agree the most appropriate means for executing the action set out in the Step-In Notice so as to ensure that the Authority is not in breach of any of its obligations and that the operation of the Concession and business of the Concessionaire is not adversely affected. The Authority shall also give the Concessionaire the opportunity of carrying out the required action itself. If after the expiry of the 28 days' notice referred to in clause 22.2 the Concessionaire has not taken the appropriate corrective action the Authority shall take the action set out in the Step-in Notice and any consequential additional action as it reasonably believes is necessary (together the **Required Action**) and the Concessionaire shall give all reasonable assistance to the Authority while it is taking such Required Action, including without limitation granting or obtaining licences or permissions and information required to deliver the Concession and providing access to the Concessionaire's employees and those of any sub-tenant or sub-contractor.

22.4 If the Required Action is taken as a result of a breach of the obligations of the Concessionaire under this Agreement, then for so long as and to the extent that the Required Action is taken, and this prevents the Concessionaire from operating any part of the Concession:

22.4.1 the Concessionaire shall be relieved of its obligations to operate such part of the Concession and pay any proportion of turnover rent under the Lease; and

22.4.2 the Authority shall be entitled to be reimbursed by the Concessionaire for its proper costs of Step-In.

22.5 Before ceasing to exercise its step in rights under this clause the Authority shall deliver a written notice to the Concessionaire (**Step-Out Notice**), specifying:

22.5.1 the Required Action it has actually taken; and

22.5.2 the date on which the Authority plans to end the Required Action (**Step-Out Date**).

23 **Default Notice**

23.1 Without prejudice to any other remedies available to the Authority whether under Agreement or otherwise, if there is a material breach of this Agreement by the Concessionaire that in the reasonable view of the Authority is capable of remedy, the Authority shall be entitled to serve a default notice upon the Concessionaire requiring rectification of the breach within such specified period as may be reasonable and proportionate having regard to the nature of the breach and the likely time required to rectify it (including but not limited to order times for specialist equipment or components).

23.2 If the Concessionaire fails to rectify the default within the period specified in the default notice, provided the failure to rectify is not due to the occurrence or subsistence of an Event of Force Majeure then the Authority shall be entitled to claim any remedy available to it for loss or damage incurred by the Authority after the end of that period.

23.3 No payment or concession to the Concessionaire by the Authority or other act or omission of the Authority shall in any way affect the rights of the Authority or shall be deemed to be a waiver of the right of the Authority to exercise any proper remedy unless such waiver has been expressly made in writing by the Authority.

24 **Termination**

24.1 The Authority may terminate this Agreement by notice in writing to the Concessionaire taking effect either immediately or at such time as may be specified in such notice if the Concessionaire is in material breach of any of its obligations in clauses 6.2, 7.1, 9, 15 under this Agreement and has not remedied the same (where capable of remedy) within [10] Business Days of service of default notice by the Authority specifying such breach.

24.2 The Concessionaire shall promptly notify the Authority if:

24.2.1 an HLF Event of Default occurs and whether or not it is within the Concessionaire's control; or

24.2.2 any event of which has a reasonable likelihood of becoming an HLF Event of Default,

as soon as the Concessionaire is aware, or could reasonably be expected to be aware, of either of the above together with the cause of the HLF Event of Default and the Concessionaire's proposals for remedying, preventing or mitigating the HLF Event of Default.

24.3 If following such notification the Authority reasonably considers the HLF Event of Default has occurred due to the non-compliance of the Concessionaire with any part of this Agreement then any failure to comply with these terms shall be cause for termination forthwith of the Concession by the Authority and the Concessionaire may also be liable to repay any Grant to the Authority or the relevant Grant Funder.

[24.4](#) If an HLF Event of Default occurs and in the Authority's reasonable opinion the HLF Default is due to the Concessionaire's non-compliance with any part of this Agreement then the Authority may in its absolute discretion, elect to do one or more of the following:

[24.4.1](#) terminate this Agreement;

[24.4.2](#) make no payments or suspend any payments until the Authority and/or the HLF is satisfied the Event of Default is remedied on terms and conditions satisfactory to the Authority and/or HLF;

[24.4.3](#) require the Concessionaire to pay either to the Authority or HLF all or some of any HLF Grant together with any clawback relating thereto.

[24.5](#) The Authority may terminate this Agreement with immediate effect, by written notice if:

[24.5.1](#) the Concessionaire fails to comply with any of its material obligations under Annex 5 of this Agreement and does not take reasonable steps to remedy such failure within 20 Business Days of receipt of the Authority's prior written notice requiring remedy or re-provision of the concession as relevant;

[24.5.2](#) the Concessionaire becomes bankrupt or insolvent, enters in liquidation (other than a voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation), enters into any arrangement or composition with its creditors or any of them or has a receiver or administrator appointed over all or part of its property or assets;

[24.5.3](#) termination or forfeiture of the Lease occurs; or

[24.5.4](#) an HLF Event of Default occurs due to non-compliance of the Concessionaire with any part of this Agreement.

[25](#) **Effect of expiry or termination**

[25.1](#) Upon the expiry or any earlier termination of this Agreement by either party for any cause:

[25.1.1](#) the Concessionaire's Concession and Lease shall be terminated as required by the Authority and the Concessionaire shall, subject to the provisions of the Lease immediately vacate the Concession;

[25.1.2](#) the rights granted under this Agreement shall revert immediately to the Authority and the Concessionaire shall immediately cease all exercise of rights;

[25.1.3](#) the Authority may immediately grant to third parties the rights granted to the Concessionaire under this Agreement;

[25.1.4](#) the Concessionaire shall in good faith co-operate fully with any person to whom the Authority may grant a subsequent Concession in place of the Concessionaire including but not limited to the provision of information free of charge relating to revenue, turnover, concessionaires, Events and employees;

[25.1.5](#) the Concessionaire shall cancel and/or terminate immediately all contracts, orders or requests for the manufacture or supply of any products which involve or may be related to or may lead to any use, application or exploitation of the rights in relation to the Concession, and shall co-operate with any cancellation of the recording of the Concessionaire as a permitted licensee or user of any trade or service mark or Intellectual Property Rights arising from or relating to the rights as the Authority or Grant Funder may require; and

[25.1.6](#) the Concessionaire shall act in good faith in relation to the expiry or termination of this Agreement and its obligations pursuant to this clause 26.1.

[25.2](#) Upon expiry or termination of this Agreement the Concessionaire shall deliver to Authority a statement indicating the number and description of any products associated with the Dreamland brand in stock and held by the Concessionaire or its nominees as at:

[25.2.1](#) [7 days] before the end of the concession; or

[25.2.2](#) [2 days] after receipt by or from the Concessionaire of a notice terminating this Agreement or if no such notice is required [2 days] after the occurrence of any event which terminates this Agreement.

[25.3](#) The Authority (without prejudice to its other rights and remedies) upon reasonable notice to the Concessionaire may require the Concessionaire to conduct a physical inventory in the presence of the Authority's duly authorised representative(s) to ascertain or verify any statement provided under clause 25.2 above.

[25.4](#) The termination of this Agreement by either party for whatever reason shall not prejudice or affect the rights or remedies of such party against the other party in respect of any antecedent breach of this Agreement.

[25.5](#) The provisions set out in clauses 2 (Definitions), 5 (Records and Accounts for HLF Grant Funding), 10 (Indemnity), 11 (Insurance), 16 (Anti-Bribery, Fraud & Corruption), 18 (Information and Data Sharing), 22 (Remedies), 26 (Effect of expiry or termination), 28 (Freedom of Information), 29 (Conflict of Interest), 30 (Press and Publicity), 32 (Contracts (Rights of Third Parties) Act), 37 (Severance), 41 (Notices), 42 (Governing Law and Jurisdiction) and any other provision of this Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination shall survive expiry or earlier termination of this Agreement.

[26](#) **Dispute Resolution**

[26.1](#) If there is a dispute between the Parties that they cannot resolve between themselves then either Party may apply to have it resolved by an Expert.

[26.2](#) An Expert may be appointed jointly by the Parties or (if either of them fails to concur in an appointment for 10 Business Days after being asked by the other) the Expert may be appointed at the request of either Party in the following manner:

[26.2.1](#) in the case of a dispute concerning valuation, a chartered surveyor appointed by the President of the Royal Institution of Chartered Surveyors; or

[26.2.2](#) in the case of a dispute concerning accounting, a chartered accountant appointed by the President of the Institute of Chartered Accountants; or

[26.2.3](#) in the case of a dispute concerning any other matter or the construction or meaning of this Agreement, Counsel appointed by the Chairman of the Bar Council,

[26.3](#) The Expert must give the Parties an opportunity to make representations and counter-representations before making the decision.

[26.4](#) The Expert may obtain opinions from others.

[26.5](#) The Expert must make the decision within 56 Business Days of appointment or comply with any other time limit or other directions agreed by the Parties on or before the Expert's appointment and give the decision in writing.

[26.6](#) The decision of the Expert is final and binding on the parties save in the case of manifest error or mistake of law or fraud.

[26.7](#) The charges and expenses of the Expert are to be borne equally between the Parties or in such other proportions as the Expert may direct.

[26.8](#) If a Party does not pay its share of the Expert's charges and expenses within 10 Business Days after demand by the Expert, then the other Party may pay instead and that amount will be a debt of the non-paying Party due and payable on demand to the Party that paid.

[27](#) **Freedom of Information**

[27.1](#) For the purposes of this clause

“FOI Legislation” means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the

Ministry of Justice or the department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

“Information” has the meaning given under Section 84 of the Freedom of Information Act 2000.

“Information Request” means a request for any Information under the FOI Legislation.

27.2

The Concessionaire acknowledges that the Authority:

27.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority (at the Concessionaire’s expense) to enable the Authority to comply with information disclosure requirements; and

27.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Concessionaire about the Concession.

27.3

Without prejudice to the generality of the foregoing, the Concessionaire shall and shall use reasonable endeavours to procure that its sub-tenants and sub-contractors (if any) shall:

27.3.1 transfer to the Authority’s Representative (or such other person as may be notified by the Authority to the Concessionaire) each Information Request relevant to this Agreement that it or they (as the case may be) receive as soon as practicable and in any event within five Business Days of receiving such Information Request; and

27.3.2 in relation to Information held by the Concessionaire or in its possession or power, about the Concession and which is not exempt from disclosure or confidential to the Concessionaire or commercially sensitive provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within five Business Days of a request from the Authority (or such other period as the

Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

[27.4](#) The Authority shall be responsible for determining at its absolute discretion whether Information about the Concession is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. In no event shall the Concessionaire respond directly to an Information Request unless expressly authorised to do so by the Authority.

[27.5](#) The Concessionaire shall ensure that all Information produced in the course of this Agreement relating to the Concession is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

[27.6](#) In the event of a request from the Authority pursuant to clause 27.3 above, the Concessionaire shall as soon as practicable, and in any event within five (5) Business Days of receipt of such request, inform the Authority of the Concessionaire's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Authority under Section 12(1) of the FOIA and the Fees Regulations. Where such costs (either on their own or in conjunction with the Authority's own such costs in respect of such Request for Information) will exceed the appropriate limit referred to in Section 12(1) of the FOIA and as set out in the Fees Regulations (the **Appropriate Limit**) the Authority shall inform the Concessionaire in writing whether or not it still requires the Concessionaire to comply with the request and where it does require the Concessionaire to comply with the request the ten (10) Business Days period for compliance shall be extended by such number of additional days for compliance as the Authority is entitled to under Section 10 of the FOIA. In such case, the Authority shall notify the Concessionaire of such additional days as soon as practicable after becoming aware of them and shall reimburse the Concessionaire for such costs as the Concessionaire incurs in complying with the request to the extent it is itself entitled to reimbursement of such costs in accordance with its own FOIA policy from time to time.

[27.7](#) Providing that such information is not exempt from disclosure, the Concessionaire hereby irrevocably consents that where the Authority pays any sum to the Concessionaire or vice versa, the Authority may publish the details of such payment pursuant to the Authority's interests of providing greater transparency including without limitation the following details:

[27.7.1](#) the Concessionaire's full name;

[27.7.2](#) the Concessionaire's registered number (as a company or charity);

[27.7.3](#) the Agreement identification number;

[27.7.4](#) the date of payment;

[27.7.5](#) the net amount paid to the Concessionaire;

[27.7.6](#) the transaction number; and

[27.7.7](#) a description of the nature of the transaction.

[28](#) **Conflict of Interest**

[28.1](#) The Concessionaire shall use all reasonable endeavours to ensure that there is no conflict of interest with the Authority as to be likely to prejudice its independence and objectivity in performing this Agreement and undertakes that upon becoming aware of any such conflict of interest during the performance of this Agreement the Concessionaire shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.

[28.2](#) Where the Authority is of the opinion that the conflict of interest notified to it under clause 28.1 above is capable of being avoided or removed, the Authority may require the Concessionaire to take such proper and reasonable steps as will, in the reasonable opinion of the Authority, avoid, or as the case may be, remove the conflict and:

[28.2.1](#) if the Concessionaire fails to comply with the Authority's requirements in this respect; or

[28.2.2](#) if, in the opinion of the Authority, acting reasonably at all times, compliance does not avoid or remove the conflict, the Authority may invoke the Dispute Resolution Procedure under this agreement.

[28.3](#) In the event that the Concessionaire enters into any sub-contract or sub-lease in connection with this Agreement it shall impose obligations on its sub-contractors or sub-tenants in terms substantially similar to those imposed on it pursuant to the preceding sub-clauses and shall provide evidence of its compliance to the Authority upon written request.

[29](#) **Press and Publicity**

[29.1](#) The Concessionaire shall not make any press announcement about the terms of this Agreement without the prior written consent of the Authority.

[29.2](#) The Grants shall be acknowledged publicly and the Concessionaire shall provide the Authority and Grant Funders with photographs or high resolution digital images in electronic format of the Concession and meet any other press acknowledgements or publicity requirements the Authority or Grant Funders may require from time to time.

[29.3](#) The Concessionaire gives the Authority and Grant Funders the right to use any photographs, transparencies or digital images owned by the Concessionaire and which the Concessionaire sends the Authority or Grant Funders.

[29.4](#) The Concessionaire shall obtain permission for use of the photographs or digital images where they are owned by third parties before they are sent to the Authority or Grant Funders or before the Concessionaire uses them.

[29.5](#) The Concessionaire shall not and the Concession shall use its reasonable endeavours to procure that its employees, agents, or suppliers and contractors shall not do anything in relation to and during the course of operating the Concession that shall harm the

reputation of the Authority or the Grant Funders or lessen the public goodwill or positive image of the Authority, the Concession or the Grant Funders and/or attract adverse publicity.

[30](#) **Assignment and sub-contracting**

[30.1](#) The Authority shall be entitled, having served notice on the Concessionaire (but without the need for the Concessionaire's prior consent), to assign, sub-license, sub-contract, share or part with in whole or in part or transfer by any means any of the rights or any other benefit or obligation contained in this Agreement to a Grant Funder or any successor body whether following a reorganisation of local government functions or otherwise.

[30.2](#) The Concessionaire shall be entitled without the consent of the Authority to transfer or assign the benefit of this Concession Agreement to any lawful transferee or assignee of the Lease.

[31](#) **Contracts (Rights of Third Parties) Act**

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement except clause 9 (Compliance with Legal Requirements), 29 (Press and Publicity) and 30 (Assignment and Sub-Contracting) which shall be enforceable by the Grant Funders.

[32](#) **No Tenancy**

Nothing contained in this Agreement shall constitute or create in favour of the Concessionaire a tenancy of the Concession or any part thereof or give the Concessionaire the right to exclusive possession thereof. Nothing in this Agreement shall create or be construed as creating the relationship of Landlord and Tenant between the Authority and the Concessionaire and all such matters shall be governed by the provisions of the Lease.

33 **No Partnership**

33.1 Nothing in this Agreement shall create a partnership between the Concessionaire and the Authority.

33.2 The Concessionaire shall not pledge the credit of the Authority or represent itself as being the Authority, or an agent or partner of the Authority.

34 **Entire Agreement**

This Concession Agreement sets out the entire concession agreement between the parties and supersedes any previous agreement between them in relation to the subject matter of this Agreement.

35 **Variations**

Any variation to this Agreement shall be by mutual agreement and executed as a Deed.

36 **Severance**

If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

37 **Waivers**

No failure to exercise, nor delay or omission by any party in exercising, any right, power or remedy conferred on it under this Agreement or provided by law shall affect that right or remedy, or operate as a waiver of it nor shall any partial exercise by any party of any right or remedy prevent any further exercise of that right or remedy or the exercise of any other right or remedy.

38 **Mutual warranties**

Each party warrants to the other that it is free and entitled to enter into the Agreement and to perform the obligations undertaken by it hereunder and that it has not entered into any agreement with any third party which might conflict with the terms of this Agreement.

39 **Further Assurance**

Each Party shall execute and sign such documents and do such acts and things as the other party shall reasonably request in order to carry out the intended purpose of this Agreement or to establish, perfect, preserve or enforce that other party's rights under this Agreement.

40 **Notices**

Any notice to be served under the Agreement shall be in writing in English and signed by or on behalf of the party giving it and shall be served upon the recipient (in the case of Authority at its address hereinbefore set out marked for the attention of []) or in the case of the Concessionaire at its address hereinbefore set out marked for the attention of a Director (or in each case such other address as may be notified for this purpose) either by hand or by first class recorded delivery inland letter (as the case may be) and shall be deemed served 48 hours after posting if sent by inland letter or 48 hours after actual delivery if delivered by hand, and a notice given under this Agreement shall not be validly served if sent by email or fax.

41 **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and the courts of England without regard to choice of law principles.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Contractor has hereunto executed this Agreement as a deed the day and year first hereinbefore written

THE COMMON SEAL of THANET
DISTRICT COUNCIL of
THANET was affixed to
this deed in the presence of:

..... Member

..... Solicitor

SIGNED AS A DEED by SANDS HERITAGE LIMITED
acting by a director
and its Company Secretary or by two
Directors:

..... Director

Nick Conington

..... Director

John Adams

Annex 1

Concession Guidelines

BACKGROUND

Described, time and again, as the heartbeat of Margate, Dreamland was one of the UK's best-loved amusement parks being listed in the UK's top ten visitor attractions. Comprising 16-acres, the park included a zoo, miniature railway, 2,200- seat purpose built Cinema, cafés, restaurants, bars, retail and a 2,000-capacity ballroom playing host to The Who, The Yardbirds, The Rolling Stones, T. Rex and Hawkwind to name but a few...

For many generations Dreamland thrilled and delighted visitors to Margate and sustained her community. This community campaigned hard for 6 years to save the park from redevelopment, preserve this important part of British seaside amusement park history and conserve the heritage assets, the:

- ▶ Grade II*-listed Scenic Railway – the oldest roller coaster in the UK
- ▶ Grade II*- listed cinema complex – the forerunner for Britain's super-cinema
- ▶ Grade II-listed menagerie cages – the last type of their kind in the world

And it will be community spirit and support that will help reinstate Dreamland as a major visitor attraction for Kent.

The Dreamland Trust

The Dreamland Trust (TDT) grew out of the Save Dreamland Campaign and worked with Thanet District Council (TDC), the Princes Regeneration Trust and English Heritage to secure £12m from the Heritage Lottery Fund, and the DCMS Sea Change Scheme to restore the Scenic Railway and Historic Rides Collection, rejuvenate the park's environs, create a venue capable of hosting national festivals and major events and deliver a learning and community engagement programme.

TDT Board of Directors are a voluntary body with combined skills and expertise in amusement park planning, running visitor attractions, heritage conservation, media, architecture, finance, law, education and equality.

Thanet District Council and TDT work together to meet the Heritage Lottery Fund's strategic aims to conserve and connect people with heritage by protecting Dreamland's heritage assets, promoting heritage and preserving this important part of British seaside amusement park heritage and culture, to maximise Dreamland's contribution to the regeneration of Margate.

TDT is responsible for managing the Activity Plan, including interpretation, formal and informal learning, training, community and stakeholder engagement and making heritage accessible to as wide an audience as possible across a wide range of popular platforms.

TDT have been responsible for design, theming and branding of the new Dreamland and appointed HemingwayDesign in 2012 to implement TDT's vision for the park.

TDT will be the authors of a design and branding handbook to ensure that the park's environs and themes are cohesive, unique, quintessentially British and meet the Dreamland Constitution. The handbook will be used as a guide by the operator to use for the purposes of delivering the heritage amusement park.

THE DREAMLAND TRUST CONSTITUTION

This emerged out of a stakeholder event, organised on TDT's behalf by their team of consultants. It is what we, Dreamland's custodians, have created and sign up to for all of our stakeholders and future visitors and customers...

Dreamland IS: – this is what we want our visitors to feed back to us about Dreamland

- ▶ Distinctive
- ▶ Surprise/discovery
- ▶ It has a sense of place
- ▶ Fun
- ▶ Evolutionary
- ▶ Stylish – timeless style
- ▶ Personal/what you make of it
- ▶ Multi-sensory
- ▶ Eventful/sense of event
- ▶ Innocent fun – but also cheeky, sassy and a little bit saucy
- ▶ Changing
- ▶ Quirky
- ▶ Special
- ▶ Clean
- ▶ Magical
- ▶ Edgy
- ▶ Exciting
- ▶ Eccentric
- ▶ It has mystique

Dreamland IS NOT:

- ▶ Fake
- ▶ Elitist. Dreamland offers a popular public experience
- ▶ Over charging/under delivering
- ▶ A caricature
- ▶ Ironic
- ▶ Too serious/worthy – It's not a museum or "ride collection"
- ▶ Patronising – it is of the people

DESIGN

The Dreamland design team includes:

Leading architecture design practice, Guy Hollaway Architects;

award-winning multi-disciplinary designer, HemingwayDesign;

Attraction specialist architect, Ray Hole Architects; and

International theme park designer Jean-Marc Toussaint.

The design team works alongside other specialist consultants with expertise in mechanical & electrical engineering, structural engineers, ride design specialists [etc, etc]

Building design is led by Guy Hollaway Architects [say something about them]

Park layout has been developed collaboratively across the design team.

HemingwayDesign, led by Wayne Hemingway OBE, was appointed to deliver the feel, look, smell and sound of the new Dreamland - the world's first amusement park of thrilling historic rides and classic side shows, eateries and evocative spaces, set within a landscape capable of hosting national festivals, major events and visiting attractions.

The new Dreamland will be a visual and sensual delight, created by forward-thinkers and creative designers – a concept not only evocative of Dreamland's past, but with an eye firmly on its future.

From the large-scale Historic Rides Collection carefully-sourced from leading amusement parks in the British Isles, to classic stalls, amusement park artefacts and all manner of fairground paraphernalia, there will be a brining-together of evocative content that will create a fully immersive and timeless environment for generations to come., subject to the terms and conditions in this concession and supported by the lease.

Dreamland will be a brand new, quintessentially British visitor attraction and events venue with an appeal that touches not only families, but also lovers of arts, heritage-hunters and the culturally-curious – or those who are simply seeing a great day out. We aim to excite and thrill new audiences as well as evoke memories in those for whom the original Dreamland held a vital place in their hearts.

LEARNING AND COMMUNITY ENGAGEMENT

We recognise the importance of Dreamland's unique past and its significant place in the history of British seaside towns and popular cultural heritage.

Dreamland's learning and community engagement strategy is set out in the approved HLF Activity Plan.

The Dreamland project has long established links with the local community, stakeholders, partnering organisations and learning partners.

Delivery of the Activity Plan learning and community engagement programme by TDT has been on-going since 2012 and is being delivered in two parts:

Pre-opening

Dreamland's pre-opening programme is being delivered in the recently opened Visitor & Learning Arcade – an interactive and immersive space evoking the atmosphere of Dreamland, reflecting things to come, announcing the arrival of Dreamland and providing soft marketing.

Year One and Aspirational

Learning and community engagement activity should transfer from the Visitor & Learning Arcade into the park's shared event, community and learning space once the park opens and aims to continue to run a programme linked to mainstream events, heritage themes, national anniversaries and Margate's wider programme of events and activities.

Dreamland's learning programme is embedded within a wider programme of events and activities offering formal and informal learning opportunities.

With Dreamland's rich history and wide-ranging themes, learning becomes an exciting journey of exploration and interaction that represents the best of family-friendly fun, yet also supports formal learning.

From primary schools to adult learners, research and symposia, Dreamland enables people to discover and develop an understanding our cultural heritage.

Once open Dreamland will include a learning and community space available for schools, training, workshops, taster days, skills development, talks and presentations.

Activities will include talks, tours, exhibition, film screenings and creative interpretation. Dreamland's learning programme is a treasure chest just waiting to be opened and explored.

Annex 2

The Plan of Dreamland

(insert plan)

TDC to supply

Need Centre Plan (Plan A) (showing extent of amusement part and indicative areas for Concession and use

Need Estate Plan (Plan B) showing whole of demise including areas for signage, shared rights and any other relevant information

All plans referenced

Annex 3

Not Used

Annex 4

Required Insurances of Concessionaire

Public liability £5 million

Employers liability £10 million

Business Continuity – 3 years profit

Concessions – £5 million

Annex 5

Child Protection Policy (as may be replaced or amended from time to time)

[TDC to supply]

Please see separate document attached

