

CLOSING DATE FOR OFFERS: 12 noon on 8th May 2024**The opportunity**

West Lothian Council is pleased to bring to the market a unique and exciting opportunity for commercial operators to utilise and lease the stunning natural locations and facilities at Beebraigs Country Park, Linlithgow to deliver an outstanding annual, winter themed event.

Location

Beebraigs Country Park is an area of stunning natural beauty, providing an array of atmospheric trails through ancient woodland, along waterways and around its own picturesque loch. The country park caters for a wide range of leisure and recreational activities within its 370 hectares (913 acres) and can be discovered nestled in the Bathgate Hills near the historic town of Linlithgow.

The site

Interested parties are invited to use their professional expertise and insight to submit proposals that they consider make best use of the land and facilities at Beebraigs Country Park, Linlithgow within the area outlined in red on the location plan included below.

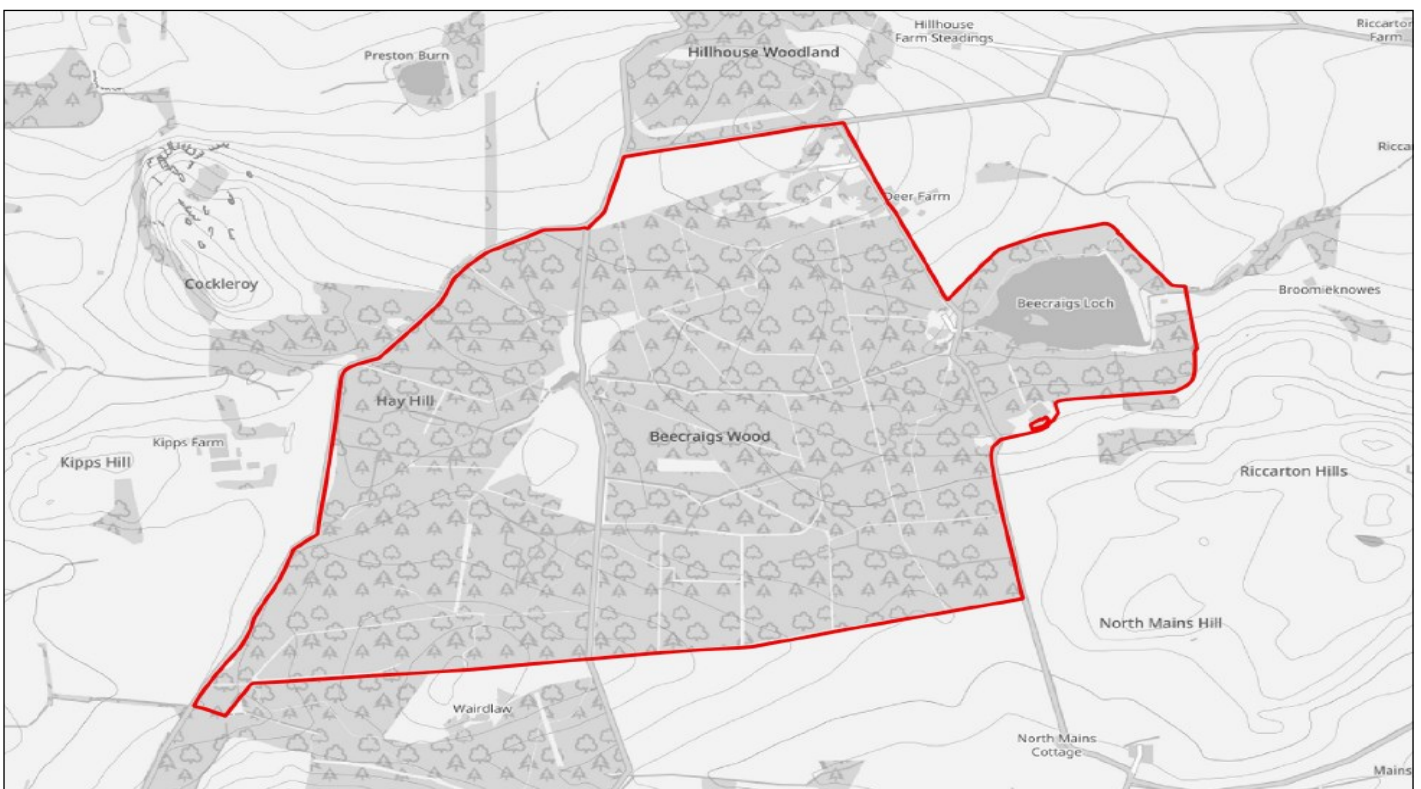
The council will work productively and proactively with the successful bidder to discuss and agree how these events can be most successfully delivered whilst protecting and preserving wildlife and natural habitats.

**Contact details**

Interested parties are asked to contact Scott Hughes (Strategic Property Asset Manager, West Lothian Council) at scott.hughes@westlothian.gov.uk should they wish to discuss their interest.

Viewings

Interested parties are free to visit the country park and enjoy its surroundings and facilities without prior appointment. If however an accompanied site visit would be of assistance, then please contact Scott Hughes at scott.hughes@westlothian.gov.uk



LEASE TERMS

The council is seeking offers of lease from interested parties on the following terms:

Subjects:	Interested parties are invited to use their professional expertise to submit proposals that they consider make best use of the land and facilities at Beecraigs Country Park, Linlithgow within the area outlined in red on the site plan included in these particulars.
Lease period:	<p>The lease shall run for a period of five years and shall include specified dates (to be agreed between the parties) from November to December in each of the years 2024 to 2028 inclusive.</p> <p>The agreement shall include a mutual break clause whereby either party may terminate the agreement with effect from 31 March 2026.</p>
Permitted use:	The subjects shall be used as a venue from which the tenant will be permitted to deliver annual, commercial, winter-themed event.
Annual rental:	<p>The tenant will pay the council a basic annual rent plus a percentage of gross income received from annual event admission ticket sales.</p> <p>Interested parties are invited to submit their best bids to the closing date and those bids should set out a) how much you are offering to pay as a basic annual rent and b) what percentage of gross annual event admission ticket sales receipts you propose to pay.</p> <p>The council requires that a) the basic annual rent shall not be less than £15,000 per annum b) that the percentage payable of gross income received from annual event admission ticket sales shall be not less than 5% and c) in any event, the combined sum payable to the council shall be not less than £30,000 per annum.</p>
Legal fees:	Each party shall bear their own legal fee in connection with the preparation of the requisite legal documentation.



LEASE TERMS (continued)

Environmental community benefits:	Interested parties are required to identify and deliver environmental, community-focused benefits as part of this agreement. The council is not being prescriptive in this regard and welcomes proposals identified by bidders in their offers. Examples may however include local tree-planting or habitat enhancement projects.
Local suppliers:	Interested parties are encouraged to use local suppliers and vendors in the delivery of their event and details of how you intend achieve this should be provided in your offers.
Remedial works deposit:	The council will require the tenant to pay a refundable deposit of £6,000 per annum to cover the potential cost of any damage caused to the country park as a result of the event taking place. That figure shall be reviewed annually to take cognisance of operational experiences.
WLC operating costs:	The tenant will reimburse the council for utility costs and any additional cleaning costs and on-site staffing costs incurred as a result of the annual event taking place, as well any loss of income that may be incurred by closure of any sections of the country park's caravan park due to the event taking place.
Non-domestic rates:	The tenant shall be responsible for the payment of any rates, local taxes and charges arising due to their occupation and operation of the subjects.
Event delivery:	<p>The annual event will not be a council event, rather it will be a commercial event delivered by the tenant by agreement on council-owned land.</p> <p>The tenant will be responsible for staffing the event, including providing security, marshals, front of house staff, cleaning staff etc. and for obtaining any statutory licences that are required to competently deliver the event.</p> <p>The tenant will be responsible for traffic management and winter maintenance costs and for ensuring the safety of visitors to the park.</p>



Information to be provided by bidders

To enable the council to properly assess all proposals received, interested parties are required to provide supporting information as part any bids to the closing date. Interested parties are asked to use the following checklist to ensure that their offers contain the necessary minimum supporting information:

- Detailed information on the nature of the proposed event and any ancillary activities that will take place, including site plans and anticipated trail route, where applicable.
- Details of the organisation who will operate the event and be the tenant under the lease.
- A copy of the organisation's last three years published audited accounts.
- Details of the annual rent being offered for the property.
- Details of how the organisation will meet its financial obligations under the lease.
- An overview of the experience, skills and capacity within, or available to, the organisation, to effectively deliver the event and comply with the lease obligations.
- Income and expenditure projections for years 1-5 of the proposed event.
- Details of the environmental, community-focused benefits that the bidder will deliver as part of this agreement.
- Details of how the bidder will use local suppliers and vendors in the delivery of their event and details of how they intend achieve this.



Submitting an offer

- The closing date for offers is **12 noon on Wednesday 8th May 2024**.
- Any offers received after 12 noon on the closing date will be returned unopened and will not be taken into consideration by the council.
- All offers must be submitted in an A4 envelope, clearly labelled "OFFER OF LEASE FOR FUTURE WINTER EVENTS AT BEECRAIGS COUNTRY PARK, LINLITHGOW". The name and address of the offeror must be clearly provided on the back of the envelope.
- All offers must be addressed to:

The Property Services Manager
Property Services
West Lothian Council
West Lothian Civic Centre
Howden South Road
Livingston
EH54 6FF

- Offers received by fax or email will not be accepted.
- The council does not bind itself to accept the highest or any other offer. The council has a legal obligation to obtain the best terms reasonable obtainable.

Disclaimer

The council hereby gives notice that:

- This information does not and shall not constitute, in whole or in part, an offer or a contract or part thereof.
- All information is provided without acceptance of any liability in negligence or otherwise by the council.
- None of the information provided is to be relied on as a statement or representation of fact or warranty on any matter whatsoever, and intending bidders must satisfy themselves by whatever means as to the correctness of any statements made.
- The council does not make, give or imply, whether in this information or otherwise, any representation or warranty whatsoever in relation to the property.
- Acquiring or leasing property is major contractual commitment and you are advised to obtain independent legal advice before entering into a contract.