



**Concession Contract**

**for the Operation and Management of**

**Café and Catering Services at The Lakeside Café,**

**at**

**Tralee Bay Wetlands Eco & Activity Park**

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## PARTIES

This Concession Contract ("Agreement") is made on the [ ] day of [ ] 20 [ ]  
("Commencement Date")

### BETWEEN

Tralee Bay Wetlands Company Limited, having its registered office at Ballyard, Tralee, County Kerry, and Kerry County Council, having its principal offices at County Buildings, Rathass, Tralee, County Kerry (together referred to in this Agreement as the "Contracting Authority")

### AND

[INSERT LEGAL NAME OF SUCCESSFUL TENDERER], having its registered office at [ ]  
[ ] (hereinafter referred to as the "Concessionaire")

(each a "Party" and together the "Parties").

## RECITALS

- a) The Contracting Authority has responsibility for the ownership, management and operation of Tralee Bay Wetlands Eco & Activity Park and associated visitor facilities.
- b) The Contracting Authority wishes to appoint a suitably qualified and experienced Concessionaire to operate and manage café and catering services from The Lakeside Café.
- c) Following a competitive procurement process, the Concessionaire has been identified as the preferred operator of the Concession Services.
- d) The Parties acknowledge and agree that this Agreement constitutes a concession arrangement whereby the Concessionaire derives its remuneration principally from income generated through the operation of the Concession Services and assumes significant operational and commercial risk associated with the exploitation of the Concession.

## DEFINITIONS AND INTERPRETATION

In this Agreement:

- "Contracting Authority" means Tralee Bay Wetlands Company Limited and Kerry County Council, acting jointly and collectively, and includes any successor authority, successor entity or other body assuming responsibility for the ownership, management or operation of Tralee Bay Wetlands.
- "Concession" means the right granted by the Contracting Authority to the Concessionaire to operate the Concession Services from the Concession Premises.
- "Concession Fee" means the consideration payable by the Concessionaire to the Contracting Authority in accordance with Clause 3.
- "Facility" means Tralee Bay Wetlands Eco & Activity Park and all associated buildings, infrastructure, visitor facilities, grounds and car parking areas.

- "Infrastructure Contributions" means the Equipment Depreciation Contribution payable under Clause 4 and the Renewable Energy Infrastructure Contribution payable under Clause 5.
- "Utility and Service Charges" means the charges payable under Clause 6.
- "Concession Period" means the period specified in Clause 2.
- "Concession Premises" means the areas shown on Schedule 1 including:
  - Café Area;
  - Kitchen Area;
  - Shared Outdoor Deck Area;
  - Associated storage facilities;
  - Ancillary operational areas.
- "Concession Services" means all catering, food service, beverage service, retail confectionery, hospitality and ancillary services provided pursuant to this Agreement.
- "CPI" means the Consumer Price Index (All Items) published by the Central Statistics Office (CSO) or any successor index replacing it.
- "Indexation Date" means each anniversary of the Commencement Date.
- "CSLA" means the Concession Service Level Agreement set out in Schedule 4.
- "Gross Turnover" means the total value of all sales and revenue generated from the Concession Services exclusive of VAT.

## **WHEREBY IT IS AGREED AS FOLLOWS:**

### **1) NATURE OF THE CONCESSION**

The Parties acknowledge that this Agreement is a concession contract and not a contract for services.

The Concessionaire accepts that it bears the commercial risk associated with the operation of the Concession Services.

The Contracting Authority does not guarantee:

- visitor numbers;
- customer spend;
- turnover;
- revenue;
- profitability;
- future trading conditions.

Nothing contained in this Agreement shall create:

- a tenancy;
- a leasehold interest;
- exclusive possession;
- a partnership;
- a joint venture;
- an employment relationship.

The Concession Premises shall remain part of the publicly accessible visitor attraction operated by the Contracting Authority.

## 2) CONCESSION PERIOD

The Concession shall commence on the Commencement Date.

Unless terminated earlier pursuant to this Agreement, the Concession Period shall be for an initial term of **three (3) years**.

The Contracting Authority may extend the Concession for **up to two further periods of two (2) years each**.

The Concessionaire shall not acquire any automatic right to renewal or extension of the Concession.

Any extension shall be subject to:

- satisfactory performance of the Concession Services;
- compliance with the Concession Contract;
- compliance with the Concession Service Level Agreement (CSLA);
- continued financial and operational viability of the Concessionaire;
- agreement of any revised commercial terms where applicable.

## 3) COMMERCIAL AND FINANCIAL OBLIGATIONS

The Concessionaire shall be liable for all financial obligations arising under this Agreement, including:

- the Concession Fee;
- the Infrastructure Contributions;
- Utility and Service Charges;
- rates and statutory charges; and
- any other sums payable under this Agreement.

Unless otherwise stated, all sums payable under this Agreement are exclusive of VAT. VAT shall be payable in addition where applicable at the prevailing rate.

The Concessionaire shall maintain a valid Tax Clearance Certificate throughout the Concession Period and shall provide evidence of same to the Contracting Authority upon request.

### Concession Fee

The Concessionaire shall pay the Contracting Authority a fixed Concession Fee of €\_\_\_\_\_ per month (exclusive of VAT, where applicable).

The Concession Fee shall be payable monthly in arrears, with each payment due within 14 days of the end of the relevant calendar month. Payment shall be made by electronic funds transfer to such bank account as may be notified by the Contracting Authority from time to time.

### Infrastructure Contributions

The Parties acknowledge that the following monthly contributions form part of the commercial consideration payable by the Concessionaire for the grant of the Concession:

| Contribution                                 | Monthly Contribution |
|----------------------------------------------|----------------------|
| Equipment Depreciation Contribution          | €571                 |
| Renewable Energy Infrastructure Contribution | €318                 |
| <b>Total Infrastructure Contributions</b>    | <b>€889</b>          |

### Utility and Service Charges

In addition to the Concession Fee and Infrastructure Contributions, the Concessionaire shall pay the following Utility and Service Charges in accordance with Clause 6.

| Charges                                  | Monthly Charge |
|------------------------------------------|----------------|
| Utilities                                | €1185          |
| Communications Services                  | €144           |
| Fire Safety Services                     | €57            |
| Security Services                        | €44            |
| Cleaning and Hygiene Services            | €237           |
| Pest Control Services                    | €40            |
| General Maintenance                      | €150           |
| <b>Total Utility and Service Charges</b> | <b>€1,857</b>  |

The contributions and charges specified shall:

- be payable monthly in arrears;
- be separate from, and additional to, the Concession Fee;
- remain payable irrespective of turnover, visitor numbers, trading performance or energy consumption;
- be subject to annual review by the Contracting Authority in accordance with clauses 4, 5 and 6 of this Agreement.

### Annual Indexation

From the first anniversary of the Commencement Date, and annually thereafter, the Concession Fee, Equipment Depreciation Contribution, Renewable Energy Infrastructure Contribution and the Utility and Service Charges may be adjusted in accordance with the percentage change in the Consumer Price Index (CPI) over the preceding 12 months. Any revised amount shall take effect from the relevant anniversary date. Where the CPI is discontinued or materially altered, the Contracting Authority may substitute an equivalent index and shall provide at least thirty (30) days' written notice of any adjustment.

### Continuity of Financial Obligations

Throughout the Concession Period, including any extension granted pursuant to Clause 2, the Concessionaire shall remain liable for all financial obligations arising under this Agreement.

### Survival During Temporary Closures

Unless otherwise agreed by the Contracting Authority in writing, the Concessionaire shall remain liable for the Infrastructure Contributions and all other contractual payments during any period of:

- seasonal reduction in trade;
- temporary closure requested by the Concessionaire;
- reduced operating hours;
- interruption of trading activities;

provided that this Clause shall not apply where the Contracting Authority expressly waives such payments in writing.

**No Set-Off**

The Concessionaire shall not be entitled to withhold, reduce, deduct, defer or set off any amount payable under this Agreement, including the Infrastructure Contributions, by reason of:

- reduced turnover;
- reduced visitor numbers;
- weather conditions;
- reduced electricity generation from the solar photovoltaic system;
- equipment downtime;
- any dispute with the Contracting Authority,

save where required by law or expressly agreed in writing by the Contracting Authority.

**Interest on Late Payments**

Any amount not paid by the due date shall be deemed overdue and shall accrue interest at a rate of 3% above the European Central Bank base rate, calculated on a daily basis from the due date until the date of actual payment, without prejudice to any other rights or remedies available to the Contracting Authority under this Agreement.

#### **4) EQUIPMENT DEPRECIATION CONTRIBUTION**

**Equipment Depreciation Contribution**

In consideration of the Concessionaire's use of the fixed kitchen equipment, fittings and catering infrastructure provided within the Concession Premises by the Contracting Authority, the Concessionaire shall pay to the Contracting Authority an Equipment Depreciation Contribution of **Five Hundred and Seventy-One Euro (€571.00) per month**.

The Equipment Depreciation Contribution shall be payable monthly in arrears, together with any other payments due under this Agreement, unless otherwise agreed in writing by the Contracting Authority.

**Purpose of Contribution**

The Concessionaire acknowledges and agrees that the Equipment Depreciation Contribution forms part of the commercial arrangements under this Agreement and is intended to contribute towards:

- the lifecycle replacement of Contracting Authority-owned kitchen equipment and catering infrastructure;
- future renewal and upgrade requirements associated with such assets; and
- maintaining the long-term operational suitability of the facilities made available to the Concessionaire.

The Equipment Depreciation Contribution has been calculated having regard to an assumed asset life of seven (7) years, equivalent to an annual depreciation rate of approximately 14.3%, and is not intended to represent the actual depreciation of any individual asset.

The Equipment Depreciation Contribution shall be payable regardless of the turnover or profitability achieved by the Concessionaire during any particular month.

**Ownership of Equipment**

All fixed kitchen equipment, catering equipment, fixtures, fittings and associated infrastructure identified in Schedule 2 shall remain the property of the Contracting Authority unless otherwise notified in writing.

Nothing contained within this Agreement shall confer upon the Concessionaire any ownership interest, equitable interest or proprietary right in such equipment.

**Maintenance and Replacement**

The Concessionaire shall be responsible for the routine servicing, maintenance and repair of all kitchen equipment, catering equipment, fixtures and fittings located within the Concession Premises. The Concessionaire shall comply with the maintenance obligations set out in Clause 19 and shall be responsible for all associated costs.

The Contracting Authority shall be responsible for:

planned lifecycle replacement of Contracting Authority-owned equipment;

- replacement of equipment that has reached the end of its useful operational life through normal wear and tear; and
- replacement of equipment where the Contracting Authority reasonably determines that replacement represents a more appropriate solution than repair.

In making such determination, the Contracting Authority may have regard to the recommendations of its nominated catering equipment maintenance contractor or other suitably qualified specialist.

The Contracting Authority shall determine, acting reasonably, whether repair or replacement of any item is required.

#### **Damage Caused by the Concessionaire**

The Concessionaire shall be responsible for the full cost of repair, reinstatement or replacement of any equipment damaged as a result of:

- misuse;
- negligence;
- wilful damage;
- improper operation;
- failure to follow manufacturer's instructions;
- unauthorised modification or alteration of equipment;
- actions or omissions of the Concessionaire, its employees, agents or contractors.

The Contracting Authority shall be entitled to recover all associated costs as a debt due from the Concessionaire.

#### **Annual Review**

The Equipment Depreciation Contribution may be adjusted annually by the Contracting Authority. In undertaking such review, the Contracting Authority may have regard to:

- replacement costs of kitchen equipment;
- changes in Consumer Price Index in accordance with Clause 3;
- lifecycle asset management requirements;
- capital investment requirements;
- changes in the scope of equipment provided.

The Contracting Authority shall act reasonably in undertaking any review and shall provide supporting information demonstrating the basis for any adjustment.

Any revised charge shall not take effect unless the Concessionaire has been given not less than thirty (30) days' written notice.

## **5) RENEWABLE ENERGY INFRASTRUCTURE CONTRIBUTION**

#### **Renewable Energy Infrastructure Contribution**

In consideration of the Concessionaire benefiting from and having access to the renewable energy infrastructure installed and maintained at Tralee Bay Wetlands Eco & Activity Park by the Contracting Authority, the Concessionaire shall pay to the Contracting Authority a Renewable Energy Infrastructure Contribution of **Three Hundred and Eighteen Euro (€318.00) per month**.

The Renewable Energy Infrastructure Contribution shall be payable monthly in arrears together with any other sums due under this Agreement unless otherwise agreed in writing by the Contracting Authority.

### **Purpose of Contribution**

The Concessionaire acknowledges and agrees that the Renewable Energy Infrastructure Contribution is intended to support:

- lifecycle replacement of the solar photovoltaic (PV) system and associated renewable energy infrastructure;
- future renewal and upgrade requirements for those assets; and
- the long-term sustainability and resilience of the energy infrastructure.

The Renewable Energy Infrastructure Contribution has been calculated by reference to the net capital cost of the renewable energy infrastructure provided by the Contracting Authority, taking account of grant funding received, and is based on an assumed asset life of approximately fifteen (15) years. The contribution reflects a shared contribution by the Contracting Authority and the Concessionaire towards future asset replacement and renewal.

The contribution reflects the Contracting Authority's assessment of the proportion of these costs attributable to the operation of the café concession

### **Ownership of Renewable Energy Infrastructure**

The solar photovoltaic (PV) system and all associated renewable energy infrastructure shall remain the sole property of the Contracting Authority, as applicable.

Nothing contained within this Agreement shall confer upon the Concessionaire any ownership interest, proprietary right or entitlement in respect of:

- the solar photovoltaic system;
- inverters;
- battery storage installations;
- distribution equipment;
- monitoring systems;
- associated renewable energy infrastructure.

### **Contribution Independent of Energy Generation**

The Concessionaire acknowledges and agrees that the Renewable Energy Infrastructure Contribution is a contractual payment and shall remain payable irrespective of:

- the level of electricity generated by the solar photovoltaic system;
- weather conditions;
- seasonal variations in energy production;
- system performance;
- the quantity of electricity consumed by the Concessionaire;
- temporary interruptions to energy generation;
- variations in electricity prices.

No reduction, rebate or refund shall be payable in respect of reduced energy generation or changes in consumption levels.

### **Maintenance and Replacement**

The Contracting Authority shall remain responsible for:

- ownership of the solar photovoltaic system;
- planned lifecycle replacement of renewable energy infrastructure;
- replacement of components reaching the end of their operational life.

The Contracting Authority shall determine, acting reasonably, when replacement or major renewal works are required.

**Damage Caused by the Concessionaire**

The Concessionaire shall be responsible for all costs associated with repair, reinstatement or replacement of renewable energy infrastructure where damage arises as a consequence of:

- negligence;
- misuse;
- wilful damage;
- unauthorised interference;
- unauthorised connections or modifications;
- acts or omissions of the Concessionaire, its employees, contractors or agents.

Such costs shall be recoverable by the Contracting Authority as a debt due.

**Annual Review**

The Renewable Energy Infrastructure Contribution may be adjusted annually by the Contracting Authority. In undertaking such review, the Contracting Authority may have regard to:

- changes in Consumer Price Index in accordance with Clause 3;
- asset replacement costs;
- lifecycle management requirements;
- future capital investment needs;
- changes in renewable energy infrastructure provision.

The Contracting Authority shall act reasonably in undertaking any review and shall provide supporting information demonstrating the basis for any adjustment.

Any revised charge shall not take effect unless the Concessionaire has been given not less than thirty (30) days' written notice.

## **6) UTILITIES AND SERVICES**

The Concessionaire shall be responsible for the payment of all utility and service charges associated with the operation of the Concession Services.

The Utility and Service Charges shall initially comprise charges relating to:

- Utilities
- Communications Services
- Fire Safety Services
- Security Services
- Cleaning and Hygiene Services
- Pest Control Services

The Utility and Service Charges are not based on the actual consumption of the Concessionaire; they are intended to provide certainty of cost for both Parties. Tenderers should satisfy themselves as to the appropriateness of the charges when preparing their Tender. The Utility and Service Charges have been determined having regard to the most recent available operating costs and the Contracting Authority's assessment of the proportion of such costs reasonably attributable to the operation of the Concession Services. The allocation applied reflects the nature and extent of the Concessionaire's use of the relevant utilities and services.

The Utility and Service Charges shall initially be **One Thousand Eight Hundred and Fifty-Seven Euro (€1,857) per month** and shall be payable monthly in arrears together with the Concession Fee and any other sums due under this Agreement.

**Annual Review**

Utility and Services Charges may be adjusted annually by the Contracting Authority. In undertaking such review, the Contracting Authority may have regard to:

- changes in Consumer Price Index in accordance with Clause 3;
- changes in electricity, water, fuel and other utility costs;
- increases in service provider charges;
- statutory, regulatory or compliance-related costs;
- asset maintenance and replacement costs;
- lifecycle management requirements;
- future capital investment needs; and
- any other operating costs reasonably attributable to the provision of the utilities and services.

The Contracting Authority shall act reasonably in undertaking any review and shall provide supporting information demonstrating the basis for any adjustment.

Any revised charge shall not take effect unless the Concessionaire has been given not less than thirty (30) days' written notice.

## **7) RATES AND STATUTORY CHARGES**

The Concessionaire shall be responsible for all rates, charges, levies, licences, permits and statutory fees arising directly from the operation of the Concession Services.

## **8) GRANT OF CONCESSION**

The Contracting Authority grants the Concessionaire a non-exclusive right to occupy and use the Concession Premises solely for the purpose of carrying out the Concession Services.

The Concessionaire shall not use the Concession Premises for any purpose other than the operation of the Concession Services.

The Concessionaire shall not assign, transfer, mortgage, licence, charge or otherwise dispose of any rights granted under this Agreement without prior written approval of the Contracting Authority.

The Contracting Authority reserves the right to use the premises and wider site for events, activities, promotions and operational requirements.

## **9) COMMERCIAL RISK**

The Concessionaire expressly acknowledges that the Concession transfers operational and economic risk to the Concessionaire.

The Concessionaire confirms that it has undertaken all necessary:

- financial due diligence;
- site inspections;
- operational investigations;
- commercial assessments.

The Contracting Authority shall have no liability arising from:

- reduction in visitor numbers;
- adverse weather conditions;

- changes in tourism demand;
- facility closures;
- economic conditions;
- reduced revenue;
- reduced turnover;
- loss of profits.

The Concessionaire shall have no claim for compensation arising from any matter identified in this Clause.

## **10) CONCESSIONAIRE OBLIGATIONS**

The Concessionaire shall operate the Concession Services in accordance with this Agreement and the Concession Service Level Agreement (CSLA).

## **11) CONTRACT MANAGEMENT**

The Concessionaire shall nominate a Contract Manager and a designated deputy who will act as the primary point of contact for the Contracting Authority throughout the Concession Period. The Contract Manager shall have sufficient authority to address all operational and contractual matters and shall be responsible for the effective management and delivery of the Concession Services.

The responsibilities of the Contract Manager shall include:

- Maintaining a constructive and effective working relationship with the Contracting Authority;
- Providing reports and management information as reasonably required by the Contracting Authority;
- Attending review meetings as required to discuss operational performance, compliance with the Concession Contract and the Concession Service Level Agreement;
- Managing and resolving operational issues, complaints and disputes;
- Identifying opportunities to improve service quality, customer experience, operational efficiency and sustainability.

### **Note:**

All contract management, reporting, meeting attendance and liaison activities required under the Concession Contract shall be deemed to be included within the Concessionaire's obligations and shall not give rise to any separate charge, fee or claim for additional payment.

## **12) STAFFING AND PERSONNEL**

### **Competence of Personnel**

The Concessionaire shall:

- ensure that all personnel engaged in the delivery of the Concession Services possess the experience, competence, qualifications and training necessary to perform their duties safely and effectively;
- ensure that at least one Manager on duty at all times holds current First Aid Responder (FAR) and Fire Safety training certification.

### **Training**

The Concessionaire shall ensure that all personnel receive appropriate training, specific to the Facility (where applicable) in:

- customer service;
- food safety and hygiene;
- HACCP requirements;

- manual handling;
- fire safety awareness (specific to the Facility);
- first aid awareness;
- health and safety procedures;
- incident reporting procedures;
- environmental and sustainability practices.

### **Employment Legislation**

The Concessionaire shall comply with all applicable employment legislation including legislation relating to:

- working time;
- minimum wages;
- equality and discrimination;
- health and welfare at work;
- employment permits;
- pensions;
- employment rights.

### **Employment Status**

All personnel engaged by the Concessionaire shall be employees or contractors of the Concessionaire and shall not be deemed to be employees, agents or representatives of the Contracting Authority;

## **13) TUPE AND TRANSFER OF EMPLOYEES**

The Concessionaire acknowledges that the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (as amended) ("TUPE") may apply in connection with the commencement, operation, expiry or termination of this Agreement.

The Contracting Authority gives no representation, warranty or undertaking as to whether TUPE applies to the commencement, operation, expiry or termination of this Agreement. It shall be the responsibility of each Concessionaire to obtain its own legal, employment and financial advice in this regard.

The Concessionaire shall be responsible for all costs, liabilities and obligations arising in respect of its employees and shall indemnify the Contracting Authority against any claims arising from the Concessionaire's failure to comply with its obligations under applicable employment legislation, including TUPE.

## **14) CONCESSION SERVICE LEVEL AGREEMENT (CSLA)**

The Concession Service Level Agreement (CSLA) set out in Schedule 4 forms part of this Agreement.

Compliance with the CSLA is a contractual obligation.

Where the Contracting Authority identifies deficiencies in compliance with the CSLA, it may issue a Performance Improvement Notice in accordance with Schedule 3.

Repeated or persistent failure to comply with the CSLA, or any single failure that materially impacts customer service, public safety, food safety or the reputation of the Facility, shall constitute a material breach of this Agreement.

## **15) PERFORMANCE MANAGEMENT AND REVIEW**

### **Monitoring**

The Contracting Authority may monitor the performance of the Concession Services and compliance with this Agreement and the CSLA by means of;

- inspections;
- audits;
- surveys;
- visitor feedback;
- mystery shopper exercises;
- review meetings.

#### **Concession Review Meetings**

The Parties shall participate in Concession Review Meetings as reasonably required by the Contracting Authority.

#### **Information**

The Concessionaire shall provide such operational, financial and performance information as the Contracting Authority may reasonably require for contract management purposes.

#### **Performance Improvement Notices**

Where performance fails to meet the standards required under this Agreement or the CSLA, the Contracting Authority may issue a Performance Improvement Notice in accordance with Schedule 3.

#### **Corrective Measures**

The Concessionaire shall implement corrective actions within the period specified in the Performance Improvement Notice.

### **16) STEP-IN RIGHTS**

#### **Step-In Events**

The Contracting Authority may exercise Step-In Rights if it reasonably believes that:

- public safety is at risk;
- food safety is compromised;
- statutory compliance is compromised;
- business continuity is threatened;
- the Concessionaire has abandoned operations.

#### **Exercise of Rights**

The Contracting Authority may enter the Concession Premises and take such measures as it considers reasonably necessary to ensure continuity of operations and protection of public safety.

#### **Costs**

The Contracting Authority may recover all reasonable costs and expenses associated with exercising Step-In Rights as a debt due from the Concessionaire

#### **No Waiver**

Exercise of Step-In Rights shall not prejudice any other rights available to the Contracting Authority under this Agreement.

### **17) HEALTH, SAFETY AND WELFARE**

#### **General Duty**

The Concessionaire shall comply with all applicable health and safety legislation and shall take all reasonable measures necessary to protect:

- employees;
- customers;

- visitors;
- contractors;
- members of the public.

#### **Safety Statement**

The Concessionaire shall prepare, implement and maintain a written Safety Statement and associated risk assessments covering all aspects of the Concession Services.

The Safety Statement shall be reviewed:

- annually;
- following a significant incident;
- when operational changes occur.

#### **Accident Reporting**

The Concessionaire shall maintain an accident reporting system and shall notify the Contracting Authority immediately of:

- serious accidents;
- dangerous occurrences;
- reportable incidents;
- enforcement notices.

### **18) FOOD SAFETY AND REGULATORY COMPLIANCE**

#### **Registration**

The Concessionaire shall register the food business with the appropriate regulatory authority prior to commencement of operations and shall maintain such registration throughout the Concession Period.

#### **Alcohol Licensing**

The Concessionaire acknowledges that the Concession Premises are not licensed for the sale, supply or consumption of alcoholic beverages. The Concessionaire shall not sell, supply or permit the consumption of alcohol within the Concession Premises unless all necessary licences, consents and approvals have been obtained and the prior written approval of the Contracting Authority has been granted.

#### **Inspection Rights**

The Contracting Authority may inspect food preparation and storage areas at any reasonable time. The Concessionaire shall immediately provide copies of:

- inspection reports;
- enforcement notices;
- improvement notices;
- correspondence with regulatory authorities.

#### **Enforcement Action**

The Concessionaire shall notify the Contracting Authority within twenty-four (24) hours of any:

- improvement notice;
- closure order;
- prohibition order;
- prosecution;
- serious food safety incident.

### **19) PREMISES, MAINTENANCE AND ASSETS**

#### **Premises**

The Concessionaire accepts the Concession Premises in their condition at the Commencement Date.

### **Maintenance Obligations**

The Concessionaire shall:

- maintain the Concession Premises in a clean, safe, tidy and presentable condition at all times;
- utilise the Contracting Authority's nominated plumbing, electrical, fire suppression and catering equipment maintenance contractors for all servicing, repair and maintenance works relating to Contracting Authority-owned assets and equipment and shall be responsible for all associated servicing, maintenance, repair and call-out costs.

### **Access to Plant and Maintenance Areas**

The Concessionaire shall:

- provide the Contracting Authority, its employees, agents and nominated contractors with reasonable access to plant rooms, maintenance areas and equipment locations for inspection, servicing, maintenance, repair, replacement and statutory compliance purposes;
- ensure that the Concessionaire's personnel do not access plant rooms, maintenance areas or building services installations except with the prior approval of the Contracting Authority or the relevant nominated contractor;
- cooperate fully with maintenance activities and facilitate access as reasonably required;
- acknowledge that maintenance response and repair times may vary depending on the nature, urgency and complexity of the issue, the availability of specialist contractors, and the availability of replacement parts, materials and equipment, and shall allow a reasonable period for investigation, diagnosis and rectification.

### **Maintenance Response Times**

The Contracting Authority shall use reasonable endeavours to address maintenance issues reported by the Concessionaire within a reasonable timeframe having regard to the nature and urgency of the matter. The Contracting Authority does not warrant any specific response or repair time and shall not be liable for any loss of turnover, loss of profit or consequential loss arising from maintenance delays, equipment downtime, contractor availability or delays in obtaining parts, materials or specialist services.

### **Contracting Authority Assets**

The Concessionaire shall take reasonable care of all fixtures, fittings, furniture, equipment and assets provided by the Contracting Authority.

### **Damage**

The Concessionaire shall promptly notify the Contracting Authority of:

- defects;
- equipment failures;
- maintenance issues;
- accidental damage.

### **Alterations**

The Concessionaire shall not:

- undertake structural alterations;
- remove fixed fixtures;
- install permanent fixtures;
- erect signage;

without the prior written approval of the Contracting Authority.

## **20) SECURITY, ACCESS AND KEYHOLDING**

The Concessionaire shall comply with the Security, Access and Keyholding requirements of the Concession Service Level Agreement (CSLA).

## 21) INSURANCE AND INDEMNITIES

### Required Insurance

The Concessionaire shall maintain the following insurances throughout the Concession Period:

| Insurance Type                | Minimum level |
|-------------------------------|---------------|
| Employers Liability Insurance | €13,000,000   |
| Public Liability Insurance    | €6,500,000    |
| Product Liability Insurance   | €6,500,000    |

The insurance provider shall:

- be authorised to operate in Ireland;
- maintain suitable financial standing;
- provide evidence of cover upon request.

### Notifications

The Concessionaire shall immediately notify the Contracting Authority of:

- policy cancellation;
- material amendments;
- lapses in cover.

### Evidence of Insurance

The Concessionaire shall provide insurance certificates:

- prior to commencement;
- annually thereafter;
- upon request.

### Indemnity

The policies shall include an indemnity to principals' extension naming the Contracting Authority as principal.

The Concessionaire shall indemnify and keep indemnified the Contracting Authority against all claims, losses, damages, liabilities, costs and expenses arising from:

- operation of the Concession Services;
- negligence;
- breach of contract;
- statutory non-compliance;
- acts or omissions of the Concessionaire.

## 22) ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY

The Concessionaire shall operate the Concession Services in an environmentally responsible manner and comply with the sustainability requirements of the CSLA.

## 23) MARKETING, PROMOTION AND BRANDING

### Brand Alignment

The Concessionaire shall operate and present the Concession Services in a manner that is consistent with the brand identity, values, environmental ethos and visitor experience objectives of Tralee Bay Wetlands Eco & Activity Park.

### Approval of Marketing and Promotional Materials

The Concessionaire shall obtain the prior written approval of the Contracting Authority before implementing or displaying any of the following in connection with the Facility, Premises or the Concession Services:

- external signage;
- window displays, graphics or decals;
- promotional or marketing materials;
- advertising campaigns;
- the use of the Contracting Authority's name, trademarks, logos or branding assets.

The Contracting Authority may require reasonable amendments to ensure consistency with the overall presentation and reputation of the Facility.

### **Digital Marketing and Promotion**

The Concessionaire shall:

- maintain accurate and up-to-date information across all websites, social media platforms and digital channels relating to the Concession Services;
- ensure that all promotional activity is consistent with the marketing objectives and destination branding of Tralee Bay Wetlands Eco & Activity Park and County Kerry;
- cooperate with marketing, promotional and tourism initiatives undertaken by the Contracting Authority, the Discover Kerry platform and any related destination marketing organisations.

### **Protection of Reputation**

The Concessionaire shall not publish, distribute or permit the publication of any material, statement, advertisement or communication that:

- brings, or is likely to bring, the Contracting Authority into disrepute;
- misrepresents the facilities, services, activities or visitor experience offered at Tralee Bay Wetlands Eco & Activity Park; or
- is false, misleading or otherwise detrimental to the reputation, goodwill or public perception of the Facility.

The Contracting Authority may require the immediate removal or correction of any material that, in its reasonable opinion, does not comply with this Clause.

## **24) CONFIDENTIALITY, DATA PROTECTION AND FREEDOM OF INFORMATION**

### **Confidential Information**

The Concessionaire shall keep confidential all information relating to the Contracting Authority, Tralee Bay Wetlands Eco & Activity Park, visitors, customers and the operation of the Concession Services and shall not disclose such information except where required by law or with the prior written consent of the Contracting Authority.

This obligation shall survive the expiry or termination of this Agreement for a period of six (6) years.

### **Permitted Disclosure**

Confidential Information may only be disclosed:

- with prior written consent;
- where required by law;
- pursuant to a court order;
- by a regulatory authority.

### **Data Protection**

The Concessionaire shall comply with all applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the Data Protection Act 2018 and any statutory modification or replacement thereof.

The Concessionaire shall implement appropriate technical and organisational measures to protect Personal Data.

The Concessionaire shall provide all reasonable assistance required by the Contracting Authority in connection with any data protection request, investigation, complaint, audit or breach notification.

#### **Data Breaches**

The Concessionaire shall notify the Contracting Authority without undue delay, and in any event within twenty-four (24) hours, of any actual or suspected Personal Data Breach relating to the Concession Services.

#### **Freedom of Information**

The Concessionaire acknowledges that the Contracting Authority may be subject to the Freedom of Information Act 2014 and that information relating to this Agreement may be disclosed in accordance with that Act.

#### **Cooperation**

The Concessionaire shall provide all information reasonably required by the Contracting Authority to facilitate compliance with:

- Freedom of Information legislation;
- Data Protection legislation;
- Governance obligations.

## **25) RECORDS, REPORTING AND AUDIT**

#### **Maintenance of Records**

The Concessionaire shall establish, maintain and keep full, accurate and up-to-date records relating to the operation of the Concession Services.

Without limitation, such records shall include:

- financial records and turnover reports;
- VAT records;
- payroll and staffing records;
- training records;
- customer complaints and compliments;
- food safety records;
- health and safety records;
- incident and accident records;
- statutory inspection records;
- maintenance records;
- waste management records;
- sustainability performance records.

#### **Retention Period**

Unless a longer period is required by law, the Concessionaire shall retain all records relating to the Concession Services for a minimum period of six (6) years following the expiry or termination of this Agreement.

#### **Turnover Reporting**

The Concessionaire shall provide such turnover and financial information as may be required by the Contracting Authority, including monthly turnover declarations, annual turnover summaries and supporting sales reports.

#### **Audit Rights**

The Contracting Authority, their internal auditors, external auditors and authorised representatives shall be entitled upon reasonable notice to inspect and audit:

- records;
- systems;
- procedures;
- accounts;
- turnover information;
- statutory compliance records.

#### **Access**

The Concessionaire shall provide full cooperation and access to personnel, records and documentation required for any audit or inspection carried out under this Clause.

## **26) INTELLECTUAL PROPERTY, BRANDING AND PUBLICITY**

#### **Ownership**

All intellectual property rights associated with:

- Tralee Bay Wetlands Eco & Activity Park;
- The Lakeside Café (where applicable);
- logos;
- trademarks;
- branding material;

shall remain the sole property of the Contracting Authority or the relevant rights holder.

#### **Limited Licence**

The Contracting Authority may grant the Concessionaire a limited, revocable and non-exclusive licence to use approved branding solely for the purpose of operating the Concession Services.

#### **Restrictions**

The Concessionaire shall not:

- register any intellectual property incorporating the Contracting Authority's branding;
- claim ownership of Contracting Authority intellectual property;
- alter approved branding materials;
- create marketing materials using Contracting Authority branding without approval.

#### **Publicity and Media**

The Concessionaire shall not issue any press release, media statement, interview, marketing campaign or public announcement referring to:

- the Contracting Authority;
- the Facility;
- the Concession;

without the prior written approval of the Contracting Authority.

## **27) ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL**

#### **Assignment**

The Concessionaire shall not assign, transfer, charge or otherwise dispose of this Agreement or any rights arising under it without the prior written consent of the Contracting Authority.

The Contracting Authority may assign, transfer or novate this Agreement to any successor entity assuming responsibility for the ownership, management or operation of Tralee Bay Wetlands, and this Agreement shall continue in full force and effect following such transfer.

### **Subcontracting**

The Concessionaire shall not subcontract any material element of the Concession Services without the prior written consent of the Contracting Authority.

### **Responsibility**

Where subcontracting is approved, the Concessionaire shall remain fully responsible for:

- performance of the Concession Services;
- compliance with this Agreement;
- compliance with the CSLA;
- acts and omissions of subcontractors.

### **Change of Control**

The Concessionaire shall promptly notify the Contracting Authority of any proposed:

- merger;
- acquisition;
- change of ownership;
- change of control;
- material restructuring.

The Contracting Authority reserves the right to review the implications of any proposed change and may withhold consent where reasonably justified.

## **28) EVENTS OF DEFAULT**

For the purposes of this Clause, "repeated failure to pay" means the failure by the Concessionaire to make payment of any amount due under this Agreement on three (3) or more occasions within any rolling twelve (12) month period.

### **Events of Default**

Each of the following shall constitute an Event of Default:

- failure to pay the Concession Fee when due;
- repeated failure to comply with the CSLA;
- repeated failure to pay the Equipment Depreciation Contribution;
- repeated failure to pay the Renewable Energy Infrastructure Contribution;
- repeated failure to pay utility charges or any other sums due under this Agreement;
- material breach of this Agreement;
- serious or repeated health and safety breaches;
- serious or repeated food safety breaches;
- abandonment of the Concession Services;
- unauthorised assignment or subcontracting;
- insolvency of the Concessionaire;
- loss of any licence, permit, registration or approval required for the operation of the Concession Services;
- breach of data protection legislation;
- breach of confidentiality obligations; and
- conduct by the Concessionaire that causes material reputational damage to the Contracting Authority.

### **Default Notice**

Where an Event of Default occurs, the Contracting Authority may issue a Default Notice specifying:

- the nature of the breach;
- required corrective actions;
- the timeframe for remedy.

#### **Failure to Remedy**

Where the Concessionaire fails to remedy the breach within the period specified in the Default Notice, the Contracting Authority may exercise any rights available under this Agreement including termination.

### **29) TERMINATION**

#### **Termination for Cause**

The Contracting Authority may terminate this Agreement immediately by written notice where:

- the Concessionaire commits a material breach incapable of remedy;
- the Concessionaire fails to remedy a breach within the timeframe specified in a Default Notice;
- the Concessionaire becomes insolvent;
- the Concessionaire ceases trading;
- the Concessionaire abandons the Concession Services.

#### **Immediate Termination**

The Contracting Authority may terminate this Agreement immediately where:

- public safety is at serious risk;
- a Closure Order or equivalent enforcement measure is issued affecting the operation;
- continued operation poses a significant reputational risk to the Contracting Authority.

#### **Termination for Convenience**

Neither Party may serve a notice of termination under this Clause during the first twelve (12) months of the Concession Period. Thereafter, either Party may terminate this Agreement without cause by giving not less than twelve (12) months' written notice.

#### **Consequences of Termination**

Termination shall not:

- affect accrued rights;
- affect outstanding liabilities;
- prejudice any remedies available to either Party.

The provisions relating to confidentiality, data protection, indemnities, audit rights, intellectual property, records retention and accrued payment obligations shall survive termination or expiry of this Agreement.

### **30) EXIT MANAGEMENT AND HANDOVER**

#### **General**

Upon expiry of the Concession Period, or earlier termination of this Agreement for any reason, the Concessionaire shall cooperate fully with the Contracting Authority to ensure an orderly, efficient and uninterrupted transition of the Concession Services.

#### **Asset Handover**

Prior to vacating the Concession Premises, the Concessionaire shall:

- return to the Contracting Authority all assets, equipment, documentation and other property belonging to the Contracting Authority in good condition, properly maintained and in good working order, fair wear and tear excepted;

- undertake a joint review and reconciliation of all stock, inventory and consumable items located within the Premises;
- return all keys, access cards, security fobs, alarm codes and any other security devices relating to the Premises.
- discharge all outstanding sums due under this Agreement prior to handover.

#### **Condition of Premises**

On handover, the Concessionaire shall ensure that the Premises are left:

- in a clean, tidy and presentable condition;
- safe and fit for immediate occupation and use;
- free from waste, refuse and discarded materials;
- free from stock, equipment and personal property of the Concessionaire unless otherwise agreed in writing by the Contracting Authority.

The Contracting Authority reserves the right to recover from the Concessionaire any reasonable costs incurred in reinstating the Premises to the required standard.

#### **Records and Information**

No later than the expiry or termination date, the Concessionaire shall provide to the Contracting Authority all records reasonably required for operational continuity and audit purposes, including:

- financial and transaction records relating to the Concession Services;
- customer complaint and incident records;
- food safety, HACCP and hygiene records;
- maintenance and equipment servicing records;
- staff training and certification records;
- any other operational records reasonably requested by the Contracting Authority.

The Concessionaire shall ensure that all records are accurate, complete and transferred in a format reasonably specified by the Contracting Authority and in compliance with applicable data protection legislation.

#### **Continuing Assistance**

The Contracting Authority may require the Concessionaire to provide reasonable assistance in facilitating transition to a successor operator.

### **31) FORCE MAJEURE**

#### **Force Majeure Event**

A Force Majeure Event means any circumstance beyond the reasonable control of a Party including:

- severe weather;
- flood;
- storm;
- fire;
- epidemic or pandemic;
- act of terrorism;
- civil unrest;
- governmental restrictions;
- utility failures caused by third parties.

#### **Notification**

The affected Party shall notify the other Party as soon as reasonably practicable of:

- the nature of the event;
- its expected duration;
- the likely effect on operations.

**Suspension**

Obligations directly affected by the Force Majeure Event may be suspended for the duration of the event.

**Extended Force Majeure**

Where a Force Majeure Event continues for a period exceeding ninety (90) consecutive days, either Party may terminate this Agreement by written notice.

For the avoidance of doubt, Force Majeure shall not relieve the Concessionaire of liability for any Concession Fee, Infrastructure Contribution, Utility and Service Charge, or any other sum which accrued prior to the Force Majeure Event.

**32) DISPUTE RESOLUTION****Good Faith Negotiation**

The Parties shall first attempt to resolve any dispute through good faith negotiations.

**Escalation**

Where the dispute remains unresolved, it shall be escalated to senior representatives of both Parties.

**Mediation**

Should negotiations fail, the Parties shall seek resolution through mediation administered by an independent mediator agreed between them.

**Arbitration**

Where mediation fails to resolve the dispute, the dispute shall be referred to arbitration in accordance with the Arbitration Act 2010.

**Continued Performance**

Pending resolution of a dispute, the Concessionaire shall continue to perform its obligations under this Agreement unless otherwise directed by the Contracting Authority.

**33) NOTICES****Form of Notice**

Any notice required under this Agreement shall be:

- in writing; and
- signed by or on behalf of the issuing Party.

**Service of Notices**

A notice may be served by:

- hand delivery;
- registered post;
- courier;
- electronic mail.

**Notices to the Contracting Authority**

Notices shall be addressed to:

Tralee Bay Wetlands Company, Ballyard, Tralee, County Kerry

With copy to:

Kerry County Council, County Buildings, Rathass, Tralee, County Kerry  
or to such other address as may subsequently be notified.

**Notices to the Concessionaire**

Notices shall be addressed to the Concessionaire's registered office specified in this Agreement or such other address as may be notified.

**Deemed Receipt**

A notice shall be deemed received:

- if delivered by hand, on delivery;
- if sent by registered post, two Working Days after posting;
- if sent by email, on transmission unless evidence of non-delivery exists.

**34) GENERAL PROVISIONS, GOVERNING LAW AND EXECUTION**

**Entire Agreement**

This Agreement, together with all Schedules, constitutes the entire agreement between the Parties and supersedes all prior agreements, negotiations and understandings.

**Variation**

No variation of this Agreement shall be valid unless:

- made in writing; and
- signed by authorised representatives of both Parties.

**Waiver**

No failure or delay by either Party in exercising any right shall constitute a waiver of that right.

**Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Ireland.

**Jurisdiction**

Subject to the dispute resolution provisions of clause 32, the Courts of Ireland shall have jurisdiction in respect of disputes arising under this Agreement.

**Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original.

**Execution**

**SIGNED for and on behalf of Tralee Bay Wetlands Company Limited - by its duly authorised representative**

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SIGNED for and on behalf of Kerry County Council - by its duly authorised representative**

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SIGNED for and on behalf of the Concessionaire**

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **SCHEDULES TO THE CONCESSION CONTRACT**

### **SCHEDULE 1- CONCESSION PREMISES AND FACILITY PLANS**

#### **1) PURPOSE**

This Schedule identifies the areas made available to the Concessionaire for the delivery of the Concession Services.

The Concession Premises include approximately 80 internal customer seats and an outdoor deck area as shown on the Site Plan.

#### **2) CONCESSION PREMISES**

The Concession Premises shall comprise:

- Café Area;
- Kitchen Area;
- Outdoor Deck Area;
- Associated storage facilities;
- Ancillary operational areas.

#### **3) FACILITY PLAN**

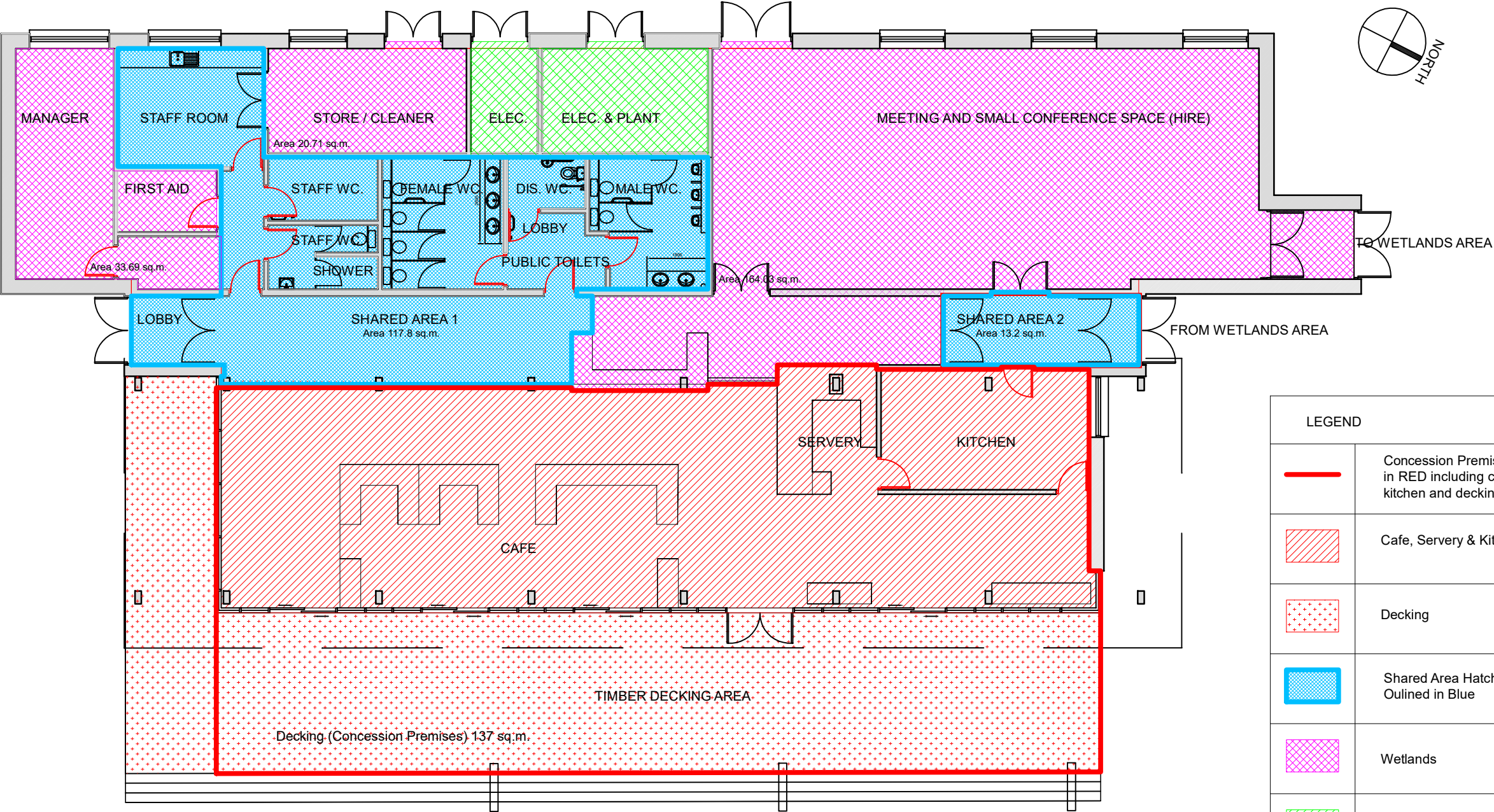
Drawing CA-22-11-03 hereunder identifies:

- the Concession Premises
- Shared Access Areas;
- Storage Areas;
- Public Toilets
- Electrical and Plant Areas

#### **4) RESERVED RIGHTS**

The Contracting Authority reserves the right to access all areas of the Premises for:

- inspections;
- maintenance;
- health and safety purposes;
- emergency situations;
- contract management purposes.



| LEGEND |                                                                                  |             |
|--------|----------------------------------------------------------------------------------|-------------|
|        | Concession Premises outlined in RED including cafe, servery, kitchen and decking | 329 sq.m.   |
|        | Cafe, Servery & Kitchen                                                          | 192 sq.m.   |
|        | Decking                                                                          | 163 sq.m.   |
|        | Shared Area Hatched & Outlined in Blue                                           | 131 sq.m.   |
|        | Wetlands                                                                         | 219.2 sq.m. |
|        | Electrical & Plant Room                                                          | 24.3 sq.m.  |



Kerry County Council  
Corporate Affairs Department  
County Building  
Rathass, Tralee, Co. Kerry  
Email. [facilities@kerrycoco.ie](mailto:facilities@kerrycoco.ie)



| Rev. | Description | Approved | Date |
|------|-------------|----------|------|
|      |             |          |      |
|      |             |          |      |
|      |             |          |      |
|      |             |          |      |

|                                           |                     |                          |
|-------------------------------------------|---------------------|--------------------------|
| Project Name: Tralee Bay Wetlands         |                     |                          |
| Title: Ground Floor - Concession Premises |                     |                          |
| Designed<br>B O'Brien                     | Scale<br>1:150 @ A3 | Drg. No.:<br>CA-22-11-03 |
| Drawn<br>J O'Sullivan                     | Date<br>15-10-2026  |                          |
| Checked                                   | Job No.<br>CA-22-11 | Rev. No.:                |

## **SCHEDULE 2 - ASSET REGISTER**



## SCHEDULE 2 - ASSET REGISTER

| Item | Description                                            | Quantity | Serial Number                         | Date Installed | Asset Condition |
|------|--------------------------------------------------------|----------|---------------------------------------|----------------|-----------------|
| 1    | EX16 Exocuter Fly killer                               | 2        | Serial No 1111000128 / 1111000126     | 2012 & 2022/23 | B               |
| 2    | Knee Operated Wash Hand Basin                          | 2        | N/A                                   | 2012           | B               |
| 3    | Pre Wash Sink with PRU T & S Pre-Rinse Unit            | 1        | N/A                                   | 2012           | B               |
| 4    | CAP10E Hoonved Dishwasher + Table                      | 1        | Serial No GD103314/05/1               | 2012           | B               |
| 5    | Stacarac Dry Goods Shelving                            | 1        | N/A                                   | 2012           | B               |
| 6    | MP450U Robotcoupe Stick Blender                        | 1        | Serial No E4870704001                 | N/A            | B               |
| 7    | HME061S Lainox Heart Combination Oven                  | 1        | 4210CR0839490 (Old S/N: LA020067474)  | 2012           | B               |
| 8    | Noixec Electric Cooker                                 | 1        | Serial No 0665649 - Dexion Cooker     | 2012           | B               |
| 9    | E44 Blue Seal Twin Plan Electric Fryer                 | 1        | Serial Number 2277204                 | 2024           | A               |
| 10   | Stainless Steel Tables                                 | 2        | N/A                                   | 2012           | B               |
| 11   | Stainless Steel Sinks                                  | 2        | N/A                                   | 2012           | B               |
| 12   | Wall Shelving over stainless steel table & sink        | 1        | N/A                                   | 2012           | B               |
| 13   | S-500-C Oscar Upright Freezer                          | 1        | Serial No 35551                       | 2012           | C               |
| 14   | S-500-1 Oscar Single Upright Fridge                    | 1        | Serial No 35643                       | 2012           | C               |
| 15   | RBMHC 127 Rangemaster Bain-Marie Hot Cupboard Electric | 1        | N/A                                   | 2012           | C               |
| 16   | Stainless Steel Table + Shelves                        | 1        | N/A                                   | 2012           | B               |
| 17   | 3 Fire Extinguishers                                   | 3        | N/A                                   | 2012           | B               |
| 18   | 1 Fire Blanket                                         | 1        | N/A                                   | 2012           | B               |
| 19   | MG-1400 Oscar Refrigerated Counter                     | 1        | Serial No 36976                       | 2012           | B               |
| 20   | VRX1200 GGG Counter Top Salad Unit                     | 1        | Serial No 6013341610030102            | 2012           | B               |
| 21   | Back Bar Counter                                       | 1        | N/A                                   | 2012           | B               |
| 22   | Drop in Sink Bowl                                      | 1        | N/A                                   | 2012           | B               |
| 23   | SC208 Scancool Bottle Cooler                           | 1        | Serial No 481010062571                | 2012           | B               |
| 24   | SC98 F Scancool Single Door Bottle Cooler              | 1        | SC-98F SERIAL NEMBER : 2110A03-1-0019 | 2022           | A               |
| 25   | EIKON E4 Merry Chef Eikon E4 Oven                      | 1        | Serial No 1201213090581               | 2012           | D               |
| 26   | Counterline Integrale Chilled Display Unit MCW4GO      | 1        | S/N 232863.01                         | 2012           | C               |
| 27   | Rangemaster Hygiene Cabinet                            | 1        | N/A                                   | 2012           | C               |
| 28   | Polar Display Fridge                                   | 1        | N/A                                   | Unknown        | B               |



## SCHEDULE 2 - ASSET REGISTER

| Item | Description                               | Quantity | Serial Number | Date Installed | Asset Condition |
|------|-------------------------------------------|----------|---------------|----------------|-----------------|
| 29   | Grease Trap                               | 1        | SN 214752     | 2024/2025      | A               |
| 30   | Tables x 2                                | 12       | N/A           | 2017           | B               |
| 31   | Tables x 4                                | 10       | N/A           | 2017           | B               |
| 32   | Tables x 6                                | 2        | N/A           | 2017           | B               |
| 33   | Chairs (Fabric Wood frame and Gold Frame) | 61       | N/A           | 2017           | B               |
| 34   | Fitted Couches (Seating up to 20)         | 6        | N/A           | 2017           | B               |
| 35   | Kitchen Extraction Hood                   | 1        | N/A           | 2024/2025      | A               |
| 36   | Fire Supression System                    | 1        | Ansul R102    | 2026           | A               |
|      |                                           |          |               |                |                 |

### Condition Rating Key:

**A** indicates New/Excellent Condition;

**B** indicates Good Condition;

**C** indicates Serviceable Condition; and

**D** indicates that the item requires repair or attention.

### Notes:

This Schedule identifies the kitchen equipment, fixtures, fittings and catering infrastructure made available by the Contracting Authority for use by the Concessionaire as part of the Concession Services. All items listed in this Schedule remain the property of the Contracting Authority.

The Concessionaire shall be responsible for the routine servicing, maintenance and repair of the equipment and shall promptly notify the Contracting Authority of any defect, breakdown or damage.

Upon expiry or termination of the Concession Period, the Concessionaire shall return all equipment in good working order and condition, fair wear and tear excepted.

The Equipment Depreciation Contribution payable under the Concession Contract contributes towards the lifecycle replacement, renewal and future capital investment requirements associated with the equipment and infrastructure provided by the Contracting Authority and does not confer any ownership interest on the Concessionaire.

### SCHEDULE 3 - PERFORMANCE IMPROVEMENT NOTICE TEMPLATE

| PERFORMANCE IMPROVEMENT NOTICE TEMPLATE |                                                                               |
|-----------------------------------------|-------------------------------------------------------------------------------|
| <b>Notice Number:</b>                   |                                                                               |
| <b>Date Issued:</b>                     |                                                                               |
| <b>Description of non-compliance:</b>   |                                                                               |
| <b>Relevant Contract Clause:</b>        |                                                                               |
| <b>Corrective Action/s Required:</b>    |                                                                               |
| <b>Date for Completion:</b>             |                                                                               |
| <b>Issued by:</b>                       | Name: _____<br><br>Position: _____<br><br>Signature: _____<br><br>Date: _____ |

## **SCHEDULE 4 – CONCESSION SERVICE LEVEL AGREEMENT (CSLA)**

In the event of any conflict or inconsistency between the provisions of this CSLA and the Concession Contract, the provisions of the Concession Contract shall prevail.

### **1) PERFORMANCE INDICATORS**

The following minimum performance indicators shall apply:

| <b>Indicator</b>                     | <b>Requirement</b>                               |
|--------------------------------------|--------------------------------------------------|
| Scheduled Opening                    | Minimum 98% compliance with agreed opening hours |
| Complaint Acknowledgement            | Within 2 Working Days                            |
| Complaint Response                   | Within 10 Working Days                           |
| Food Safety Compliance               | No unresolved enforcement actions                |
| Training Records                     | Maintained and available                         |
| Contracting Authority correspondence | Routine response within 2 working days           |
| Urgent correspondence                | Within 1 working day                             |
| Public Liability Insurance           | Maintained throughout term                       |

### **2) PERFORMANCE IMPROVEMENT**

Where standards are not achieved, the Contracting Authority may issue a Performance Improvement Notice as per Schedule 3 requiring:

- corrective action;
- implementation timeframe;
- performance monitoring arrangements.

### **3) REVIEW AND REVISION**

The CSLA may be reviewed annually by the Contracting Authority and the Concessionaire. Any amendments shall:

- be documented in writing;
- be approved by both Parties;
- remain consistent with the Concession Contract.



## SCHEDULE 4 - CONCESSION SERVICE LEVEL AGREEMENT (CSLA)

for the **Operation and Management of**  
**Café And Catering Services at the 'Lakeside Café,**  
 at  
 Tralee Bay Wetlands Eco & Activity Park

| No. | Item                         | Minimum Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | <b>Minimum Service Level</b> | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- provide a high-quality food and beverage service throughout all published opening hours.</li> <li>- ensure a holistic approach to operations, integrating all activities with the ethos, vision, and objectives of Tralee Bay Wetlands Eco &amp; Activity Park.</li> <li>- effectively cater for a diverse range of visitor and user groups, including domestic and international visitors, coach parties, tour operators, special interest groups, school tours, local community users, park and playground users, and special events.</li> <li>- maintain a varied menu offering including breakfast, lunch, light meals, snacks, grab-and-go items and a range of hot and cold beverages.</li> <li>- ensure that food and beverages are prepared, presented and served to a consistently high standard using quality ingredients.</li> <li>- provide a professional, efficient and courteous customer service at all times.</li> <li>- maintain sufficient staffing levels to meet customer demand and minimise waiting times.</li> <li>- operate an effective counter ordering system and provide table delivery where items are not immediately available.</li> <li>- maintain clean, safe and hygienic food preparation, service and customer areas at all times.</li> <li>- ensure that the overall customer experience reflects the standards expected of a flagship visitor attraction and public amenity.</li> </ul> |
| 2   | <b>Operating Hours</b>       | <p>The Concessionaire shall remain open for service until not less than 30 minutes prior to Park closure.</p> <p><b>Current Park Operating Hours - 09:00 to 17:00hrs</b><br/> <b>Closed Christmas Day, St Stephens Day and New Years Day</b><br/>         These hours are provided for information only and may change during the term of the Contract</p> <p><b>Exceptions</b><br/>         The Concessionaire shall close the café:<br/>         - during designated Red and Orange weather warning events and,<br/>         - when directed to do so by the Contracting Authority</p> <p><b>Notes:</b><br/>         The Concessionaire acknowledges that the Contracting Authority may amend the Park operating hours from time to time to meet operational, seasonal, business or management requirements. The Concessionaire shall adjust operating arrangements accordingly.<br/>         The Concessionaire acknowledges that temporary closures may be required for health and safety, operational, maintenance or other management-related reasons. No compensation, reimbursement, loss of earnings claim or other payment shall be payable by the Contracting Authority in respect of any such closure, interruption or suspension of operations.</p>                                                                                                                                                                                                                                         |



## SCHEDULE 4 - CONCESSION SERVICE LEVEL AGREEMENT (CSLA)

for the **Operation and Management of**  
**Café And Catering Services at the ‘Lakeside Café,**  
 at  
 Tralee Bay Wetlands Eco & Activity Park

| No. | Item                    | Minimum Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3   | <b>Management Staff</b> | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- appoint suitably qualified and experienced management with overall responsibility for the operation of the café and related services.</li> <li>- ensure that at least one Manager on duty at all times holds current First Aid Responder (FAR) and Fire Safety training certification.</li> <li>- ensure that the café is managed in a professional, efficient and customer-focused manner at all times.</li> <li>- maintain regular communication with the Contracting Authority on operational, commercial and customer service matters.</li> <li>- operate the service in a manner that protects and enhances the reputation of Tralee Bay Wetlands as a visitor attraction.</li> <li>- promptly address customer complaints, operational issues and service deficiencies.</li> <li>- promptly report any defect, equipment malfunction, infrastructure failure or maintenance issue affecting the Premises to the Contracting Authority.</li> <li>- cooperate fully with the Contracting Authority in relation to inspections, audits, reporting requirements and operational reviews.</li> <li>- respond to routine Contracting Authority correspondence within two (2) working days and urgent matters within one (1) working day.</li> </ul>                                                                                                            |
| 4   | <b>Service Staff</b>    | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- employ sufficient numbers of suitably qualified, trained, and competent staff to ensure the consistent delivery of a high-quality service at all times.</li> <li>- ensure that staffing levels are appropriate to customer demand and seasonal fluctuations in visitor numbers.</li> <li>- ensure that all staff receive the training, qualifications and certifications necessary to perform their duties safely, legally and effectively.</li> <li>- ensure that staff present a professional appearance and conduct themselves in a courteous and professional manner at all times.</li> <li>- comply with any reasonable directions issued by the Contracting Authority in relation to staff presentation, conduct and customer service.</li> <li>- provide and maintain appropriate uniforms for all personnel engaged in the delivery of the services.</li> <li>- provide appropriate supervision of staff during all operating hours.</li> <li>- maintain records of staff training and qualifications and make such records available for inspection upon request.</li> <li>- ensure compliance with all applicable employment, equality, health and safety and workplace legislation.</li> <li>- ensure adequate staff cover during periods of annual leave, sickness absence and other staff shortages to maintain continuity of service.</li> </ul> |



## SCHEDULE 4 - CONCESSION SERVICE LEVEL AGREEMENT (CSLA)

for the **Operation and Management of**  
**Café And Catering Services at the 'Lakeside Café,**  
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| No. | Item                                  | Minimum Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| 5   | <b>Food Provision</b>                 | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- provide a high-quality food offering including breakfast, lunch, light meals, snacks and grab-and-go items. Quality artisan and locally sourced ingredients shall be used where reasonably practicable.</li> <li>- provide food menus that support extended all-day operation, including breakfast, lunch, light meals and snacks.</li> <li>- provide menu options catering for a range of dietary requirements and customer preferences, including vegetarian, vegan, plant-based, gluten-free and dairy-free options where practicable.</li> <li>- provide seasonal menu offerings and menu variations throughout the year to reflect the availability of seasonal produce, evolving consumer trends and customer preferences.</li> <li>- regularly review menu offerings to reflect evolving consumer trends and preferences within the food and beverage sector.</li> <li>- clearly identify dietary, allergen and nutritional information in accordance with all applicable food safety and food information legislation.</li> <li>- ensure that customers with specific dietary requirements are provided with an appropriate range of menu options throughout operating hours.</li> </ul> <p>The Concessionaire shall ensure that all food is prepared, presented and served to a high standard throughout the term of the Concession Contract, using quality ingredients and maintaining consistency in product quality, presentation and customer service at all times.</p> <p><b>Note:</b><br/>         Concessionaires shall note that the facility does not contain a full commercial kitchen. Menu proposals must reflect the facilities available.</p> |
| 6   | <b>Beverage Provision</b>             | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- provide a professional barista coffee offering, including a range of espresso-based and milk-based beverages together with a selection of speciality teas.</li> <li>- provide a range of additional beverages, including hot and cold drinks, speciality drinks, iced beverages and frappes.</li> <li>- develop and offer seasonal beverages and product variations throughout the year to reflect changing customer preferences and seasonal demand.</li> <li>- provide a selection of plant-based milk alternatives to accommodate dietary requirements and customer preferences.</li> </ul> <p>The Concessionaire shall ensure that all beverages are prepared, presented and served in a professional and consistent manner throughout the term of the Concession Contract, using quality ingredients and maintaining high standards of product quality and customer service at all times.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7   | <b>Retail Confectionery Provision</b> | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- provide a retail confectionery offering comprising an appropriate range of confectionery products, chocolates, sweets, snacks and impulse-purchase items.</li> <li>- provide a selection of cold beverages, including bottled water, fruit juices, soft drinks, flavoured drinks and other ready-to-consume refreshments.</li> <li>- ensure that a range of low-sugar, sugar-free and healthier beverage options is available at all times.</li> <li>- provide a selection of healthy snack alternatives, including fruit, cereal bars, protein snacks, nuts, seeds and other nutritious -grab-and-go products, where practicable.</li> <li>- review and update the retail product offering periodically to reflect seasonal demand, customer preferences and emerging consumer trends.</li> <li>- ensure that all retail products are attractively displayed, appropriately stocked and available throughout operating hours, subject to normal replenishment requirements.</li> <li>- ensure that all products are stored, handled and presented in accordance with applicable food safety legislation and industry best practice.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



## SCHEDULE 4 - CONCESSION SERVICE LEVEL AGREEMENT (CSLA)

for the **Operation and Management of**  
**Café And Catering Services at the 'Lakeside Café,**  
 at  
 Tralee Bay Wetlands Eco & Activity Park

| No. | Item                                                | Minimum Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8   | <b>Customer Facilities Payments and Parking</b>     | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- provide a range of payment options, including cash, card, contactless and NFC-enabled payments;</li> <li>- maintain appropriate point-of-sale systems to support efficient ordering and payment processing;</li> <li>- comply with all parking management arrangements and procedures implemented by the Contracting Authority in relation to the public car park;</li> <li>- ensure that employees, suppliers and service-related vehicles do not occupy or obstruct customer parking spaces, pedestrian routes, access roads or designated accessible parking bays; and</li> <li>- manage deliveries and servicing activities so as to minimise disruption to customer access, parking availability and visitor experience.</li> </ul>                                                                                                                        |
| 9   | <b>Family, Child and Animal-Friendly Provisions</b> | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- provide a child-friendly food and beverage offering appropriate to families and younger visitors.</li> <li>- ensure that menu options cater for family groups and children.</li> <li>- provide and maintain an adequate number of high chairs for customer use.</li> <li>- provide or facilitate access to suitable baby changing facilities, where available within the premises.</li> <li>- recognise that the café forms part of a wider visitor attraction and is regularly used by walkers, families and visitors accompanied by animals.</li> <li>- ensure that operational arrangements and customer service practices accommodate visitors with guide dogs, assistance dogs and service animals permitted in accordance with applicable legislation, in accordance with site rules, health and safety requirements, and management policies.</li> </ul> |
| 10  | <b>Pricing, Procurement and Commercial</b>          | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- comply with all applicable legislation and regulations relating to the display of prices for goods and services, ensuring that customers are provided with clear, accurate and transparent pricing information at all times.</li> <li>- ensure that pricing remains competitive and represents value for money, taking account of prevailing market rates and comparable food and beverage providers within the local area.</li> <li>- ensure that all prices and tariffs are quoted and displayed in Euro (€), inclusive of VAT.</li> <li>- support sustainability initiatives, including discounts for customers using reusable cups or containers, where implemented.</li> <li>- implement appropriate stock management and procurement practices to ensure continuity of service and minimise disruption to customers.</li> </ul>                           |
| 11  | <b>Marketing and Promotion</b>                      | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- actively market and promote the café and its offerings throughout the term of the Concession Contract.</li> <li>- undertake independent marketing and promotional activities through social media, digital platforms and traditional marketing channels.</li> <li>- maintain an active online presence to promote products, special offers, events and seasonal menus.</li> <li>- develop initiatives to increase customer awareness, visitor numbers and revenue.</li> <li>- liaise with the Contracting Authority regarding opportunities for joint/cross promotion and visitor engagement initiatives where appropriate.</li> </ul> <p><b>Note:</b><br/>         All marketing activity shall be subject to the branding and approval provisions contained in the Concession Contract</p>                                                                    |



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| No. | Item                                               | Minimum Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| 12  | <b>Customer Complaints and Incident Management</b> | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- establish and maintain an effective customer feedback procedure. All customer feedback, complaints and service issues shall be recorded, investigated where appropriate, and responded to in a timely, professional and courteous manner.</li> <li>- maintain a written record of all formal complaints and acknowledge written complaints within two (2) Working Days. of receipt and provide a copy of such acknowledgement to the Contracting Authority .</li> <li>- complaints or incidents involving food safety, injury, illness, safeguarding concerns or emergency services attendance shall be reported to the Contracting Authority immediately and in any event within twenty-four (24) hours.</li> <li>- provide a written report outlining the outcome of the investigation and proposed corrective actions to the Contracting Authority within ten (10) working days of receipt of the complaint or incident.</li> <li>- ensure that complaints or incidents involving illness, injury, food safety concerns or other matters of a medical nature are subject to a comprehensive investigation and reported to the Contracting Authority within the same timeframe.</li> <li>- bear all costs associated with any laboratory testing, product analysis or specialist investigations required as part of a complaint or incident investigation.</li> <li>- cooperate fully with the Contracting Authority and any statutory or regulatory authority in relation to the investigation of food safety incidents, customer complaints, regulatory matters, inspections or enforcement actions.</li> </ul> |
| 13  | <b>Food Safety</b>                                 | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- develop, implement and maintain a documented food safety management system based on the principles of Hazard Analysis and Critical Control Point (HACCP).</li> <li>- ensure that its food safety management system addresses, at a minimum:               <ul style="list-style-type: none"> <li>- cleaning and sanitation;</li> <li>- personnel hygiene and training;</li> <li>- deliveries, storage, distribution and transport;</li> <li>- waste management; and</li> <li>- zoning and segregation of activities to prevent food contamination.</li> </ul> </li> <li>- comply with all applicable food safety, food hygiene, traceability, consumer information, allergen and health and safety legislation, together with all relevant Food Safety Authority of Ireland (FSAI) guidance and industry standards.</li> <li>- ensure that all food is prepared, handled, stored and served in accordance with Regulation (EC) No. 852/2004 on the Hygiene of Foodstuffs, as amended, and any successor legislation.</li> <li>- maintain all records, procedures, monitoring systems and documentation necessary to demonstrate compliance with food safety requirements.</li> <li>- ensure that food handlers hold the training and certifications required under applicable food safety legislation and the Concessionaire's food safety management system.</li> <li>- maintain and provide, upon request, evidence of compliance with Hazard Analysis and Critical Control Point (HACCP) requirements and all applicable European Union and national food safety regulations.</li> </ul>                         |



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| No. | Item                               | Minimum Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| 14  | Health and Safety                  | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- comply with all applicable health and safety legislation, regulations, codes of practice and statutory requirements relevant to the operation of the café and catering service.</li> <li>- take all reasonable steps to ensure the health, safety and welfare of employees, customers, contractors and visitors.</li> <li>- prepare, maintain and regularly review site-specific health and safety policies, procedures and risk assessments relating to the operation of the service.</li> <li>- maintain the premises, equipment and fittings in a safe condition and ensure that defects are promptly addressed.</li> <li>- implement and maintain appropriate cleaning, hygiene and sanitation procedures throughout all food preparation, storage, service and customer areas.</li> <li>- comply with statutory reporting requirements relating to accidents, incidents, near misses and dangerous occurrences.</li> <li>- cooperate fully with the Contracting Authority in relation to health and safety matters, inspections, audits and investigations.</li> <li>- maintain suitable fire prevention measures and emergency procedures and ensure that emergency exits, access routes and firefighting equipment remain unobstructed at all times.</li> <li>- ensure that all machinery, equipment and electrical appliances are operated, inspected and maintained in accordance with manufacturers' recommendations and legal requirements.</li> <li>- provide and maintain adequate public and employer liability insurance cover throughout the term of the Concession Contract.</li> <li>- comply with all reasonable health and safety instructions issued by the Contracting Authority .</li> <li>- ensure that the premises are operated in a manner that promotes a safe, clean and welcoming environment for all visitors and staff.</li> </ul> <p><b>Note:</b> The Concessionaire shall be solely responsible for the health, safety and welfare of its employees and shall comply with all applicable health and safety legislation. The Concessionaire shall bear all costs associated with any notice, instruction, decision, enforcement action or inspection issued by the Health and Safety Authority or any other competent authority arising from its operations.</p> |
| 15  | Environmental and Waste Management | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- operate the service in an environmentally responsible manner and actively support the sustainability objectives of Tralee Bay Wetlands.</li> <li>- comply with all applicable environmental, waste management and recycling legislation, regulations and codes of practice.</li> <li>- minimise the use of single-use packaging and disposable food service items wherever reasonably practicable.</li> <li>- use compostable, recyclable or reusable packaging, cups, cutlery, containers and related food service products in place of conventional single-use alternatives wherever feasible.</li> <li>- ensure that single-use plastic straws, plastic cutlery, plastic cups, polystyrene containers and similar products are not used.</li> <li>- implement measures to minimise waste generation and maximise opportunities for waste reduction, reuse and recycling.</li> <li>- provide and maintain appropriate waste segregation systems for general waste, recyclable materials and organic waste.</li> <li>- ensure that all waste is stored, handled and disposed of in a safe and lawful manner by authorised waste collection contractors.</li> <li>- maintain all waste storage areas in a clean, tidy and hygienic condition at all times.</li> <li>- take reasonable steps to reduce food waste through effective menu planning, stock management and portion control.</li> <li>- use water, electricity and other resources efficiently and take reasonable measures to minimise unnecessary consumption.</li> <li>- ensure that all staff receive appropriate instruction in waste segregation, recycling procedures and environmental management practices.</li> <li>- cooperate with the Contracting Authority in the implementation of site-wide sustainability and environmental initiatives.</li> <li>- provide such records or information relating to waste management, recycling and environmental performance as may be reasonably requested by the Contracting Authority .</li> </ul>                                                                                                                                                                                                                                                                                |



## SCHEDULE 4 - CONCESSION SERVICE LEVEL AGREEMENT (CSLA)

for the **Operation and Management of**  
**Café And Catering Services at the 'Lakeside Café,**  
 at  
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| No. | Item                            | Minimum Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| 16  | <b>Sustainability</b>           | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- give preference, where reasonably practicable and economically viable, to locally produced food and beverage products and locally sourced ingredients.</li> <li>- maintain a clear focus on provenance, ensuring that the origin and quality of products form an integral part of the food offering and customer experience.</li> <li>- support local producers, suppliers and artisan food businesses where possible, thereby contributing to the local economy and strengthening the distinct identity of the facility.</li> <li>- demonstrate how sustainability, environmental responsibility and local sourcing are embedded within the overall ethos and operation of the business.</li> <li>- use reasonable endeavours to source food and beverage products from suppliers located within County Kerry and the wider South-West region where commercially and operationally practicable.</li> <li>- continuously seek opportunities to improve environmental performance, reduce waste generation and enhance the use of locally sourced products throughout the term of the Concession Contract.</li> </ul>                                                                                                                                                                                                                                                                                                                                 |
| 17  | <b>Goods Supply and Storage</b> | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- be responsible for the procurement, delivery, storage and management of all food, beverages, consumables and other supplies required for the operation of the café.</li> <li>- ensure that all goods are stored in a safe, secure and hygienic manner and in accordance with all applicable food safety and health regulations.</li> <li>- maintain adequate stock levels to ensure continuity of service while avoiding excessive stockholding.</li> <li>- ensure that food stocks and other supplies held on the premises do not exceed the capacity of the designated storage areas and at levels appropriate to operational requirements.</li> <li>- use the designated storage facilities solely for the operation of the café and associated services under this Agreement.</li> <li>- not use the premises to store goods, equipment or supplies associated with any other business, catering operation or external event without the prior written approval of the Contracting Authority .</li> <li>- ensure that all storage areas are maintained in a clean, orderly and well-organised condition at all times.</li> <li>- implement appropriate stock control procedures, including stock rotation and monitoring of product shelf life, to minimise waste and maintain product quality.</li> <li>- ensure that deliveries are managed in a manner that minimises disruption to visitors, staff and the operation of the Park.</li> </ul> |



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| No. | Item                                          | Minimum Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| 18  | Cleaning of Café Area                         | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- ensure that all seating areas, tables, counters and customer touchpoints are regularly inspected, cleaned and sanitised throughout the day.</li> <li>- ensure that tables are cleared promptly after use and are cleaned and sanitised before being reoccupied by customers.</li> <li>- ensure that the shared external decking and seating areas are kept clean, tidy and presentable at all times, including the prompt collection and removal of litter throughout the day.</li> <li>- maintain all floor areas in a clean, safe and presentable condition at all times, ensuring that spillages are dealt with immediately and that floors remain free from rubbish, debris and other hazards.</li> <li>- operate and maintain an effective customer self-clear system, including the provision and management of designated clearing stations and waste/recycling bins.</li> <li>- monitor the effectiveness of the self-clear policy on an ongoing basis and allocate sufficient staff resources to ensure the coffee shop is maintained to a consistently high standard of cleanliness and presentation at all times.</li> <li>- ensure that waste is removed regularly and disposed of in accordance with all relevant waste management and environmental requirements.</li> <li>- be responsible for the cleaning and maintenance of:               <ul style="list-style-type: none"> <li>- Floors, walls and windows;</li> <li>- Heavy and light catering equipment;</li> <li>- Fixed and mobile equipment;</li> <li>- Grease gullies and drainage channels;</li> <li>- Extraction canopies, hoods and filters; and</li> <li>- Food preparation, storage and service areas.</li> </ul> </li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>- Routine floor washing shall not normally be undertaken during customer trading periods. This restriction shall not apply where immediate cleaning is required for health, safety or hygiene reasons.</li> </ul> |
| 19  | Public & Staff Toilet and Washroom Facilities | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- be responsible for the day-to-day cleaning, inspection, hygiene management and presentation of all public and staff toilet and washroom facilities located within or serving the Café Premises and visitor areas designated by the Contracting Authority.</li> <li>- maintain all toilet and washroom facilities in a clean, hygienic, safe and presentable condition at all times during operating hours</li> <li>- ensure that a clearly visible notice is displayed on the rear of each public toilet cubicle door requesting users to contact the Café should any cleanliness, hygiene or maintenance issue require attention.</li> <li>- carry out regular cleaning, sanitising and inspection of all sanitary ware, fittings, surfaces, floors and fixtures using approved cleaning products.</li> <li>- remove litter and waste, empty bins and maintain adequate supplies of all consumables, including toilet tissue, hand soap, paper towels and hand sanitiser.</li> <li>- ensure washroom facilities are safe, clean, dry and fully operational for public use.</li> <li>- maintain records of cleaning activities and complete all required attendance and inspection logs.</li> </ul> <p><b>Note:</b></p> <p>For the avoidance of doubt, responsibility for routine cleaning, hygiene management and consumable replenishment shall rest with the Concessionaire, while responsibility for structural maintenance, building fabric repairs and replacement of fixed building services shall remain with the Contracting Authority unless damage has been caused by the Concessionaire, its employees, agents or contractors.</p>                                                                                                                                                                                                                                                                                                                                              |



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| No. | Item                            | Minimum Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| 20  | Security, Access and Keyholding | <p>The Concessionaire shall:</p> <ul style="list-style-type: none"> <li>- liaise with the Contracting Authority 's appointed security provider and comply with all security, alarm, access and keyholding procedures;</li> <li>- nominate authorised key holders and ensure the safekeeping and proper use of all keys, access devices and security codes;</li> <li>- immediately report any security incident, alarm activation, loss of keys, damage or unauthorised access;</li> <li>- secure and lock the Café Premises and any designated access points when required, including where the Café operates outside normal Park opening hours;</li> <li>- open and close designated external gates as required and ensure that they are secured following use.</li> <li>- be responsible for the safekeeping of all keys, access cards, fobs, access devices and security codes issued by the Contracting Authority and shall not permit their use by any person other than authorised personnel engaged in the delivery of the Concession Services.</li> </ul> <p><b>Cash Handling</b></p> <ul style="list-style-type: none"> <li>- be solely responsible for the secure handling, storage, banking and removal of all cash receipts;</li> <li>- ensure that no cash, floats or takings are left on the premises outside trading hours.</li> </ul> <p><b>Where the Concessionaire is Last to Leave</b></p> <ul style="list-style-type: none"> <li>- secure and lock all external and internal doors;</li> <li>- complete the prescribed closing checklist before setting alarms and securing the premises;</li> <li>- close and lock the entrance gates where the Concessionaire is the last authorised user to leave the site and ensure the car park has been vacated before securing the gates;</li> <li>- ensure that all delivery, servicing and waste management access gates are closed and secured when not in use;</li> <li>- leave the premises and surrounding areas safe, secure and properly locked upon departure.</li> </ul> <p><b>Notes:</b></p> <p>The Contracting Authority may amend security procedures, opening and closing procedures and access arrangements from time to time where reasonably necessary for operational, safety or security reasons.</p> <p>The Contracting Authority reserves the right to revoke, replace or require the return of any keys, fobs, access cards or access devices at any time for operational, safety or security reasons.</p> |