

# INVITATION FOR EXPRESSION OF INTEREST



## Maroochydore City Centre

Café Business Operator  
Shipping Container Café

8 May 2019

### THE MAROOCHYDORE CITY CENTRE PROJECT

**The Creative Precinct will be the first activated space within the new Maroochydore City Centre development. Located on a central site with temporary infrastructure, the Creative Precinct is part of the Maroochydore City Centre's Activation Strategy. Each of the areas within the Creative Precinct will work together to support a range of economies – events, music, local enterprises, as well as industry programs, arts and culture.**

**The Creative Precinct will comprise of:**

- Café, Bar (shipping containers).
- Makerspace/flexi work/event space – The Shed.
- Open space/play infrastructure | Ping pong tables.
- Stage, lighting and PA system.
- Toilets (shipping container).
- Storage containers for supporting infrastructure (including sound, lighting, chairs, tables, umbrellas and fences).
- There will also be outdoor play areas with ping pong tables and grassed open space to pull up a chair or bean bag and relax or do some work using our free public WIFI.



**The Invitation for Expressions of Interest** is for a Café business to operate the shipping container café and courtyard service area under a licence agreement within the Creative Precinct. This business opportunity plays a central role to the daily operation, attraction and atmosphere of the Creative Precinct. The café's role is to host, feed and water the local community – from construction and professional workers, to creatives and freelancers working in The Shed, as well as supporting external events and programs that will be held within the site throughout the year. This opportunity is about getting in at the beginning – working with the team to be a part of establishing the identity of the Creative Precinct.

### The Customer

The Maroochydore City Centre is the connector for a range of unique precincts and businesses – including Sunshine Coast Plaza, Ocean St, Cotton Tree and residential areas. The initial patrons may include:

- Builder/construction workers (numbers fluctuating based on building schedule and civic works).
- Professional industries/office workers surrounding the MCC site.
- Programs and workers in The Shed space.
- Creative Precinct programming and partnerships – such as Horizon Festival.
- Local residents/wider region – coming to programmed events and activities during weekdays and weekend.





## What Are We Looking For

- Professional operators who can set a high standard with food, beverage and customer service.
- Value add as part of the overall Creative Precinct vision.
- Current or previous experience – have run a café or currently do so.
- Contribution to the local economy by embracing local produce and suppliers.
- Emphasis on quality assurance.
- Have connections regionally or a pathway to build them.
- Able to work collaboratively with the other users within the Creative Precinct.

## Who Are We

The design, delivery and activation of the Maroochydore City Centre is being overseen by SunCentral Maroochydore Pty Ltd (SunCentral) on behalf of Sunshine Coast Council. SunCentral's management team will undertake a curatorial role commissioning place activation projects; connecting foundation partners; working with art and activation professionals and coordinating events in accordance with agreed temporary use provisions.

SunCentral will manage the Licence Agreement for Council.

[Refer to the Activation Strategy 2018-21 for more information.](#)

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## LICENCE AGREEMENT DRAFT TERMS

### Tenure

A prospective 2-year licence is available for the successful submitter. The Licence may be extended for a period of up to another 12 months.

The size of the premise is approx. 62m<sup>2</sup> which includes the container and allocated courtyard area. In addition to this there will be a further 23m<sup>2</sup> allocated for back of house storage totalling approx. 85m<sup>2</sup>. The successful applicant will also have non-exclusive access to the remaining open space areas within the Creative Precinct.

The café and other shipping container infrastructure including the stage is of a standard and quality that will be able to be relocated, added to and reconfigured based on what stage the city building project is at.



SunCentral may direct the relocation of the café and associated shipping container and other infrastructure to another site within the MCC site, provided that:

- relocation must not occur within the first 18 months of commencement of the Licence, except in the case of an emergency;
- relocation is subject to SunCentral procuring an appropriate Material Change of Use (MCU) for another suitable location within the MCC site; and
- if the MCU is not approved within a reasonable time, or on terms and conditions acceptable to SunCentral and Council, or at all, then SunCentral and/or Council may terminate the Licence Agreement, and the Licensee will have no claim for compensation, nor any continuing entitlements under or pursuant to the Licence Agreement.

### Licence Fee

The proposed 2-year Licence Fee will be negotiated at suitable rates with the successful applicant, having regard to the overall benefit to the MCC site activation process which SunCentral determines (in its discretion) that the operation of the café will contribute.

The Licence Fee will be required to be paid in advance on the first day of the month. The Licensee must also pay for all services and utilities supplied to the premises, including electricity, water, telephone and internet, all of which are expected to be separately metred.

### Permitted Use

Daytime/evening café/restaurant with BYO option.

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## Indicative Dates

<b>Applications open</b>	7 May 2019
<b>Information sessions</b>	20 May, 27 May 2019
<b>Applications close</b>	5pm, 4 June 2019
<b>Successful applications for interviews notified</b>	6 June 2019
<b>Interviews conducted</b>	11 June, 13 June 2019
<b>Notification of successful applicant to operate the Café</b>	19 June 2019
<b>Café Licence commencement and fit out from</b>	20 June – 4 July 2019
<b>Open to public</b>	August/Sept 2019

## Licence Commencement

We propose the Licence will commence on the same day that the Licensee will be able to enter the premises to undertake their fit-out. The Licensee must complete their fit-out and have all appropriate operational licences approved by the agreed timeline.

## Fit out and General Facilities

Upon formal registration (see contact details below) we will provide the design of the Creative Precinct, the café shipping container as well as inclusions and exclusions for the cafe fit out which will be the responsibility of the Licensee.

## Exclusions

The Licensee will be responsible for all cooking equipment, general equipment and appliances required to trade.

Additional facilities:

- SunCentral will install and make use of a cold room (3.6 x 2.4m). The Licensee may request to share non-exclusive access to the cold room, on terms and conditions set by SunCentral.
- All infrastructure required (by SunCentral in its discretion) to activate the Creative Precinct open space.

## Trading Hours

The Licensee must ensure the business is open for trade between 6:30am and 2.30pm Monday to Saturday excluding public holidays. The Licensee does however have the option of opening 7 days, anytime between 5am and 10pm as well as on public holidays.

There will also be opportunities to trade outside these hours and during events for industry and community. This will be as agreed, where it will be beneficial to both parties for the café to be open.

## Ownership and Return of Property

SunCentral maintains ownership of all equipment supplied.

The Licensee must maintain the equipment, and must maintain and keep clean its equipment and the Licenced Area and ensure at the end of the Licence term that SunCentral's equipment and the Licenced Area are left in the same or similar condition (reasonable wear and tear excepted) as they were when they commenced their occupation.

At the termination or expiry of the Licence Agreement, the Licensee will be required to remove all of their equipment unless an arrangement is made for it to be purchased and used by another.



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AND BUSINESSES**





## Assignment of Licence Agreement

The Licensee cannot assign the Licence within the first 18 months of the Licence term. After the first 18 months assignment of the Licence will be subject to consent and approval by SunCentral and Council.

## Loading Zone

There will be an allocated loading zone for delivery and pick up of supplies.

## Insurances

It will be a requirement that the Licensee has the following insurances:

- \$20 million public liability for any one event
- Insurance for contents
- WorkCover.

## Cleaning and Pack Downs

The Licensee will be responsible for maintaining and packing down their Licenced Area and all the equipment within it. They will also be responsible for maintaining the general amenities (including the adjoining toilets utilised by café patrons) during their opening hours.

## Construction Activity

It is important to point out that, whilst stage 1A infrastructure works are largely complete, that parts of the Maroochydore City Centre is a construction site and will remain so for some time. The Licensee acknowledges this and will not seek any reduction in the Licence Fee or make any claim for compensation as a consequence of any construction or other related activity in and around the relevant areas of the MCC site.

Further, the licensee will comply with all reasonable directions from SunCentral, Council and any authorised representative (of either) with respect to safety and other matters relating to all activities on the MCC site.

## Essential Terms

The following are essential terms for the Licence Agreement

1. The trading name and any branding for the café must first be approved by SunCentral, and must be aligned with Creative Precinct brand and values.
2. Submission of the Licensee's food licence must be no later than 4 July 2019.
3. Personal guarantees will be required if it is proposed that the Licensee is a corporate entity.
4. The Licensee must sign (and adhere to) the Noise Management Plan for the Creative Precinct.
5. Where practical, the Licensee must use all reasonable endeavours to:
  - (a) ensure that all perishables and cleaning products used are 100% recyclable and eco-friendly products;
  - (b) have reusable coffee cups available for purchase at all times;
  - (c) ensure that 50% of all beverage menu items are sourced locally; and
  - (d) ensure that, where practicable, 100% of meat, seafood and produce is sourced directly from local businesses.

## Disclaimer

SunCentral reserves the right to not proceed with any submission lodged or assessed as part of this Invitation for Expression of Interest.



BE A PART OF  
ESTABLISHING THE  
**IDENTITY OF THE  
CREATIVE PRECINCT**

