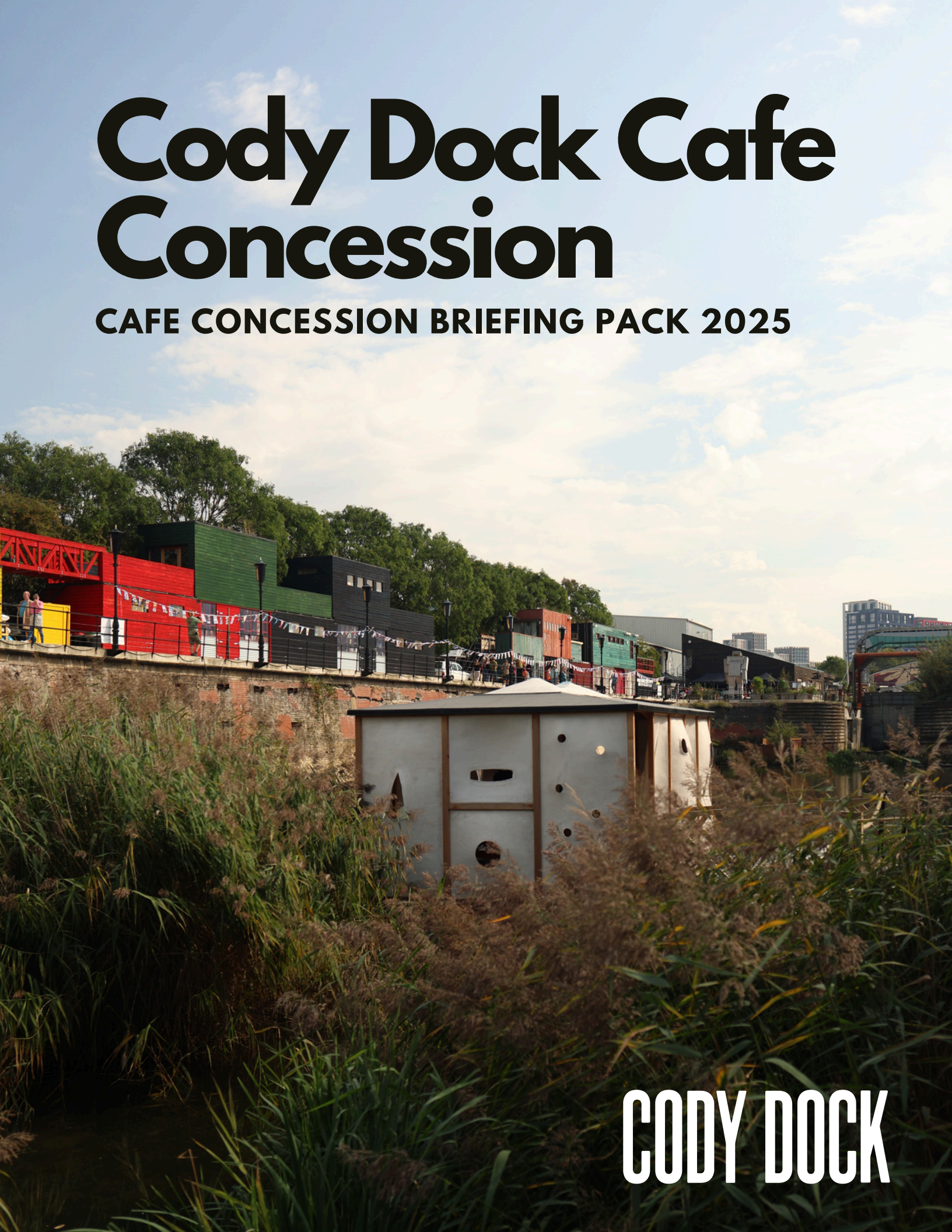
Cody Dock Cafe Concession

CAFE CONCESSION BRIEFING PACK 2025



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ABOUT CODY DOCK

Gasworks Dock Partnership is the charity behind Cody Dock.

Gasworks Dock Partnership was formed as a social enterprise in 2009 and achieved charitable status in 2011 with the purpose of transforming Cody Dock into a creative quarter and steering a more sustainable future for the Lea River's communities and wildlife.

With the support of our many volunteers, funders and stakeholders, we unlocked the tidal stretch of London's second river to pedestrians and kick-started the creation of the Lea River Park, enabling tens of thousands of people to play a role in our neighborhood's regeneration.

Cody Dock’s landscape and facilities continue to evolve with the development of new exhibition, studio, mooring, education and event spaces. Much of this work continues to be either co-produced or carried out by volunteers.

From its previously derelict state in 2011, we have transformed Cody Dock into a flourishing centre for community, culture and learning. Cody Dock is open to the public 7 days a week and we host a rolling programme of events and exhibitions all year round.

CODY DOCK

THE OPPORTUNITY

Gasworks Dock Partnership (GDP) is inviting businesses to tender for a new cafe at Cody Dock.

A new and purpose built kitchen and cafe will be opening from summer 2025 along with a new multi-function Visitor Centre which will include a public reception, charity shop, foyer, canteen dining area and a new multifunction arts and educational venue to be called “The Barn”.

The following document briefly outlines the rationale behind GDP’s decision to outsource the operation of Cody Dock’s cafe and provides the heads of terms for the management of the kitchen as a Cafe Concession.

The Barn will be open to the general public on a daily basis, with the aim of providing a new community hub for people visiting Cody Dock and the Lea River Park. The event space will be used to host educational field trips, arts events and exhibitions and the canteen will not only provide covered space for customers of the cafe, but also be used by GDP staff, tenants, interns, volunteers and local residents.

GDP has chosen to outsource the operation of the cafe so that it does not become over-stretched and to avoid the need to recruit and train cafe staff directly, allowing the charity to tap into the expertise, resources, investment and experienced buying power of an external caterer.

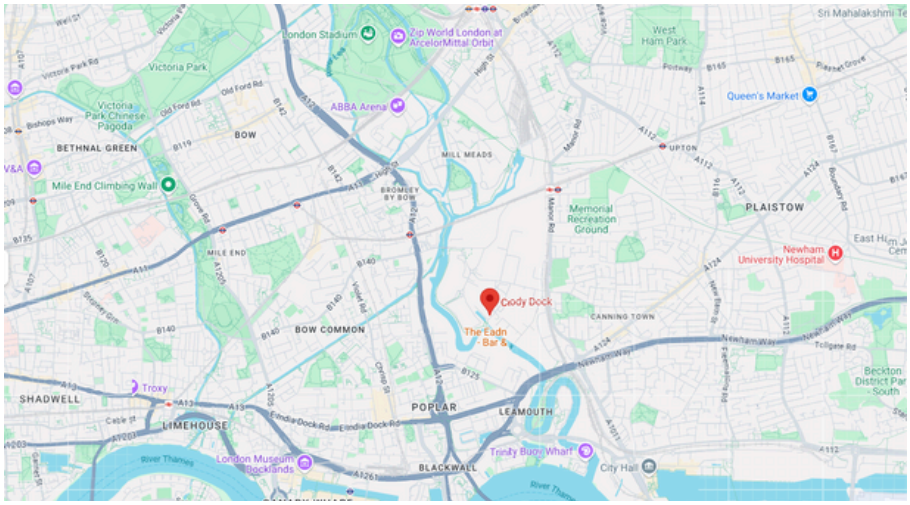
The caterer will be granted a right to operate the café (and possibly other event or volunteering catering at Cody Dock) for a period of 5 years in return for a concession fee based in part on gross sales – with built-in minimum payments. Either party will retain the right to terminate early if the other breaches the contract or becomes insolvent. In addition, GDP will have the right to terminate the contract if there is significant underperformance by the caterer as GDP will not want to be locked into a long-term unprofitable arrangement.

LOCATION

Located at the halfway point along the Lea River Park which runs between Queen Elizabeth Park in Stratford and Canning Town, Cody Dock is situated at the heart of a major regeneration zone with new paths and bridges planned to connect it to a further 50,000 homes in the next three years.

Cody Dock itself is home to a vibrant live-work community and receives over 2500 volunteers and tens of thousands of visitors to its exhibitions and events all year round. Visitor numbers have grown consistently year on year and this is expected to significantly increase in the next 5 years.

Address: Cody Dock 11c South Crescent, London, E16 4TL



Transport
Star Lane : DLR (0.2 miles)
Bromley-by-Bow: District Line (0.4 miles)
Canning Town: Jubilee Line, DLR (0.4 miles)
West Ham: District Line, Jubilee Line (0.5 miles)

277 and 323 bus routes on Cody Road

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FEE AND INVESTMENT

Where the caterer invests in the catering areas (e.g. fitting out the kitchen and canteen to their specification), the terms of such investment will be confirmed in the agreement. The capital expenditure will be viewed as an asset (this only relates to fixed items and does not include the purchase of equipment such as fridges, cookers etc.) in the agreement and depreciated on a straight-line basis over the term of the agreement. If the agreement is terminated early, a side agreement will be made on what if any fixed items GDP is prepared to retain and purchase at the then undepreciated balance.

- The fee per month is 10-20% of gross sales subject to a minimum payment of at least £1700 monthly. The rate will be fixed as part of negotiations.

- GDP may need to agree to a time limited ‘settling in period’ of 6-12 months during which the minimum payment of £1700 per month has to be made despite this being greater than the agreed percentage of Gross Sales, on the basis that any amounts paid in this period in excess of the agreed Gross Sales percentage is permitted to be offset against future Gross Sales even though the Gross Sales exceed the minimum threshold.

- In addition to the monthly commission arrangement fee, the caterer will also be liable for all costs of its operation including all utility costs solely associated with its operation such as: waste collection, water, electricity, phone lines etc. Where services are shared with GDP such as water, waste and electricity, GDP will fit meters to determine usage and bill the caterer at cost.

- Where applicable the caterer will be responsible for business rates for the kitchen and any other licenses or fees associated with operating the cafe.

CONTRACT TERMS AND STAFFING

Below are key contract term on exclusivity and the running of the consession:

- GDP will be offering exclusivity for the right to running a full time cafe at Cody Dock to the caterer who holds The Barn cafe concession. GDP will therefore not permit other tenants to operate a cafe or sell food and beverages without prior written agreement of the caterer save where a termination right has arisen or there is a period during which the cafe is closed for whatever reason.

- GDP will however retain the right to offer food and beverages itself and/or work with other catering contractors for one-off pop up events such as outdoor market stalls and for fundraising events or events which GDP is required to deliver as part of programmes funded by one or more grant funders.

- GDP will also retain the right to permit other tenants to produce or sell food and beverages onsite on a wholesale basis.

- GDP will retain exclusive right to sell and serve alcoholic beverages via its own or third party bars including: on the community boat; through mobile bars around Cody Dock and from the foyer or event space within The Barn.

- The caterer is not permitted to serve alcoholic beverages.

- In the event that the caterer wishes to serve ice creams they will have exclusive right to do so.

CONTRACT TERMS AND STAFFING

The catering concession agreement will include an outline service description provided by the caterer and approved by GDP. The agreement will also include:

Catering concession to be open 7 days a week for a minimum of 365 days per year with the exception of the below.

- Option of up to 5 days off between the 22nd of December to 27th of December.
- Option of up to two days closure per year to carry out essential repairs of deep cleaning.
- Option for two days off for observance of religious holidays (E.g. Ramadan, Passover, Baisakhi, Chinese New Year, Christmas).
- Minimum opening times of 9am to 5pm on weekdays.
- Minimum opening times of 10am to 5pm on weekends.
- Early morning or evening opening hours may be negotiable on prior approval from GDP.
- Option for additional opening hours for public events, private bookings and The Barn events with prior approval from GDP.

ELIGIBILITY CRITERIA

The quality of catering and staffing is a key criteria for GDP as poor quality food/staffing reflects badly on GDP and its activities as a whole. *(The following list is by no means exhaustive and is meant as a guide only)*.

Any licensee wishing to operate the café at Cody Dock is expected to meet some essential criteria in order to ensure they:

- Are able to illustrate that their core business activities are complementary to the aims and objectives of GDP as a charity. This may take the form of charitable objects, a memorandum of association, company constitution or a set of operational policies that address the conditions of the cafe concession agreement.

- Do not contradict the terms of GDP's own leases of the land at Cody Dock.

- Are lawful and compliant with all relevant legislation and regulations and accept that the licence arrangement does not give rise to it being a lease for property law purposes.

- Are able to demonstrate that they have access to the funds in order to complete their investment to start up and run the café at Cody Dock.

- Are able to demonstrate that they have a minimum of 2 years of relevant experience.

- Will make a commitment to local recruitment from Newham and Tower Hamlets residents and ensure all job opportunities are advertised through Newham Council's Workplace programme.

- Have an equal opportunities policy with a commitment to recruiting for all ethnic, cultural and community backgrounds.

- Pay people over 18 a minimum of the London Living Wage as set by the Resolution Foundation and overseen by the Living Wage Commission (currently set for 2025 as £13.85 per hour).

- Are an independent business or sole trader with no ties to a large chain of business or multi-national company or multi-café business (it being acceptable that the proposed licensee operates no more than around 4 additional cafés in London at the time of the grant of the licence).

- Offer menus which include an affordable range of healthy options that include vegan, vegetarian and options.

- Use meat and dairy products which are of a high quality and as a minimum be from recognised free range producers.

- Use ethically sourced ingredients as far as possible such as; locally sourced; fair trade and organic.

- Are registered to pay taxes in the UK.

Preference will be given to

- Social enterprises, CICs and businesses that are registered with the charity commission.

- Organisations which have a commitment to providing training, internship or apprenticeship opportunities for young people and long term unemployed people.

- Buisnesses who are willing to commit to a discount scheme for Cody Dock volunteers and staff as part of their negotiation.

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PROPERTY AND INSURANCE

The catering concession agreement should include provisions under which the caterer indemnifies GDP for any damage to the property or injury to any customers. This should be underpinned by an obligation on the caterer to take out and maintain suitable public and product liability insurance of a minimum value (e.g. £5-£10 million) as well as other required insurances.

Employment
The catering concession agreement should provide various standard form protections for GDP in relation to possible employment related claims by the caterer's staff, including upon termination or expiry of the agreement. GDP will retain the right to require the caterer to remove problematic staff members where there are demonstrable concerns over a risk to safeguarding, unlawful or antisocial behavior, actions by staff that are contrary to the terms of the catering concession agreement.

Other property considerations should include:

- All material changes to the Kitchen’s interior and exterior must be approved by GDP in advance.

- All exterior signage must be approved by GDP and GDP retains the right, in its absolute discretion, to deny permission if it feels that it is not in keeping with GDP’s ethics or the aesthetic at Cody Dock.

- GDP must be notified of any intentions to connect the building or cafe with any services and has the right to deny permission.

- All gas and electric appliances must be regularly inspected by a qualified technician or inspector and adhere to relevant HSE or other governing body standards.

- The catering concession agreement will specify where waste must be stored and what can and can’t be disposed of down the drains.

ENVIRONMENT AND WASTE MANAGEMENT

The caterer must provide an environmental policy and a waste handling policy that will need to be approved by GDP prior the caterer taking occupation which cover, among other things:

- Use of and purchasing of disposables.
- Product purchasing e.g. ethically sourced ingredients such as; locally sourced; fair trade and organic.
- A commitment to environmentally safe and sustainable practices.
- The caterer's responsibility for the collection and disposal of all waste generated by the kitchen and customers of the cafe.
- The caterer's collection of discarded food and disposables which are left inside The Barn and in and around the outdoor public areas of Cody Dock.
- The appropriate disposal of all waste within caterer's own bins at their cost.
- What arrangements the caterer will make for waste storage and collection in line with the local authorities' requirements for commercial waste handling. This will need to include recycling and responsible disposal of cooking oil.

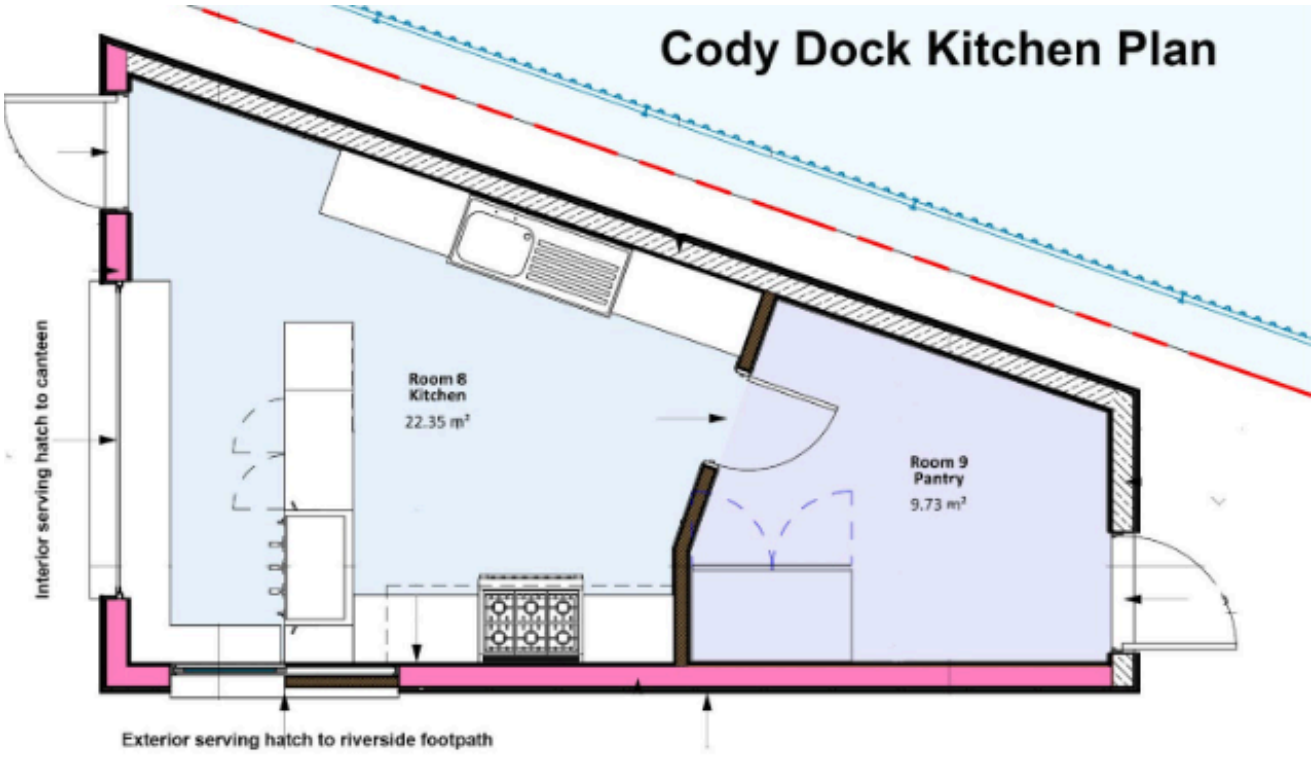
DELIVERIES AND PARKING

In order to ensure the safety of the public, staff and volunteers, GDP requires all tenants and businesses operating from Cody Dock to comply with various conditions and so as to not inconvenience other users. We also have a limited availability of parking at Cody Dock and it is essential that different users stick to their allocation. Such conditions include:

- No overnight parking without prior notification and GDP retains the right to refuse any such parking.
- All parked vehicles must be insured and hold valid MOT and Road Tax.
- Staff of the caterer must be encouraged to travel to work by foot, bicycle or use public transport.
- The caterer is allocated one designated delivery parking space that can be used by one vehicle for up to 45 minutes at a time.
- All outsized deliveries such as HGV's and vehicles with trailers must pre-arrange their visit and check into the GDP office before entering Cody Dock.
- Between the hours of 11pm and 8am deliveries may also park outside the building to unload or for collections provided that they do not impede pedestrian access or inconvenience other tenants.

The caterer will on request be allocated one designated car parking space. Additional day parking permits can be made available upon request and will depend on availability.

KITCHEN FLOOR PLAN



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CONCLUSION

By appointing a specialist caterer to operate the Cody Dock café, GDP hopes both to enable a caterer to grow a successful cafe business at a unique site whilst over time generating a sustainable income stream for the charity which is necessary to maintain the upkeep of The Barn and provide a valuable community based asset that will enhance Cody Dock and the Lea River Park. But, in bringing in a third party to operate it, GDP will need to ensure that the overall arrangement complements and does not give rise to risks for GDP, its work at Cody Dock and the various activities for which Cody Dock is now known and so will be very focused on the overall offering of the successful applicant for the cafe concession.

CODY DOCK

HOW TO APPLY

To apply please complete the form using the link below:

Expression of Interest form

Key date for the submission are:

- Expression of Interest forms to be submitted by 25th May 2025
- Second round of applications to be submitted by 15th June 2025
- Kitchen build finished by July 2025
- Cafe to open early September 2025

For any further information, to set up a meeting or arrange a site visit, please email:

leonie@codydock.org.uk

www.codydock.org.uk

Charity No. 1141523
Company Reg No. 7135282

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