



Leisure & Hospitality Surveyors

CLOSING DATE

ON

THURSDAY 11TH AUGUST 2022

AT

12 NOON

FOR

GLENMORE CAMPING AND CARAVAN PARK, AVIEMORE, INVERNESS-SHIRE, PH22 1QU.

CASHEL CARAVAN & CAMPING PARK, ROWARDENNAN, G63 0AW.

COBLELAND CARAVAN & CAMPING PARK, STATION ROAD, GARTMORE, FK8 3RR.

(Please delete Parks above that you do not wish to enter a proposal for)

SUBMISSION FROM:

(Insert Name and Address)



Leisure | Hospitality | Healthcare

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TO WHOM IT MAY CONCERN

11th July 2022

Dear Sir/Madam

GLENMORE CAMPING AND CARAVAN PARK, AVIEMORE, INVERNESS-SHIRE, PH22 1QU.

CASHEL CARAVAN & CAMPING PARK, ROWARDENNAN, G63 0AW.

COBLELAND CARAVAN & CAMPING PARK, STATION ROAD, GARTMORE, FK8 3RR.

Our client has requested a closing date for proposals for the above Caravan and Camping Parks.

We have set out in this document, main headings, together with model Heads of Terms. A scoring system will be undertaken in all proposals based on the headings provided.

Parties are invited to input text and relevant information under the headings provided. The model Heads of Terms have been set by CDLH and parties should follow the format of the terms and make comments on any amendments that they believe are relevant.

If any further information is required in preparing the document, then please do not hesitate to contact CDLH to discuss further.

With very best wishes

Yours sincerely

Peter E Darroch BSc FRICS

Director

BUSINESS BACKGROUND & PLAN

1. BUSINESS EXPERIENCE AND BACKGROUND

(Please insert business background and experience, highlighting other businesses operated. Please provide background on the principals of the proposed tenant company).

2. BUSINESS PLAN

(Please provide information on the proposed business to be operated from the premises over the short, medium and long term).

3. BUSINESS HANDOVER

(Please provide confirmation that you can meet the date of entry of 1st December 2022, and measures you plan to implement for the smooth transition of the business operation. Confirmation that Glenmore will trade from the date of entry is required and that pre bookings/seasonal contracts will be honoured).

HEADS OF TERMS/MONETARY

1. TENANT COMPANY AND GUARANTOR

(Please provide information on the tenant company and/or lease guarantor including assets, liabilities and net worth).

2. EVIDENCE OF FUNDS – PURCHASE

(Please provide evidence of funds in relation to the premium price offered and working capital).

3. FUNDS FOR PRESENT AND FUTURE INVESTMENT

(Please provide information on any short term capital expenditure proposed for the site. In addition, please provide information on any proposed future medium/long term capital expenditure. Please provide information of funds available for present and future capital refurbishment/development).

4. HEADS OF TERMS

(Model Heads of Terms are attached below. If parties feel the necessity to amend the model Heads of Terms, please do so and provide explanatory notes below).

COMMUNITY

1. COMMUNITY COOPERATION

(Please provide information on community support for the business, reliance on local suppliers and other businesses and any proposed plans to assist in integrating the business with other local businesses/stakeholders i.e., a community engagement plan).

2. COMMUNITY & ENVIROMENTAL BENEFIT

(Please provide any financial and non-financial benefits to the community given your plans for the business, including corporate and social responsibilities. Please provide information on any benefits to the environment for any planned development and evidence of climate change mitigation consideration).

MODEL HEADS OF TERMS

For

Glenmore, Cashel & Cobleland Caravan & Camp Site

(Parties should delete reference to the Parks they are not bidding for where highlighted in the terms)

SUBJECT TO CONTRACT AND LANDLORD APPROVAL

1.	Landlord	The Scottish Ministers, acting through Forestry and Land Scotland Great Glen House Leachkin Road Inverness IV3 8NW
2.	Landlord's agent	CDLH Leisure & Hospitality Surveyors 166 Buchanan Street Glasgow G1 2LW Peter Darroch T: 07901001311 E: peter.darroch@cdlh.co.uk Alan Creevy T: 07901001911 E: alan.creevy@cdlh.co.uk
3.	Tenant	Please Insert
4.	Guarantor	A Guarantor will be required throughout the term of the lease. The Guarantor can either be an individual with reasonable assets or a limited company with reasonable net worth. The Guarantor will guarantee 1.5 years rental and other lease obligations enforceable at any time during the lease agreement. A Guarantor may not be required if the tenant/tenant company has high net worth.

5.	The Premises	<ol style="list-style-type: none"> 1. Glenmore Caravan & Camping Park, Aviemore, Inverness-shire, PH22 1QU. 2. Cashel Caravan & Camping Park, Rowardennan, G63 0AW. 3. Cobleland Caravan & Camping Park, Station Road, Gartmore, FK8 3RR.
6.	Lease Term	15 years.
7.	Tenant Option to Extend	The Tenant shall have the option to extend for a further 10 years on giving 1 year's prior written notice to the Landlord (and provided there is no ongoing monetary or other tenant breach).
8.	Date of Entry	1 December 2022.
9.	Rent	<p>The Annual Rent will be:</p> <ol style="list-style-type: none"> 1. Glenmore - £190,000 p.a. 2. Cashel - £90,000 p.a. 3. Cobleland - £32,500 p.a. <p>All rents are exclusive of rates, VAT and other outgoings. The rent will be payable monthly in advance by standing order for the 1st year and, thereafter, quarterly in advance by standing order.</p>
10.	Premium Payment	<p>The premium payments (plus VAT if applicable) will be:</p> <ol style="list-style-type: none"> 1. Glenmore – Offers Offer - £315,000. Offer Price – (Please insert £). 2. Cashel – Offers Over - £185,000. Offer Price – (Please insert £). 3. Cobleland – Offers Over - £85,000. Offer Price – (Please insert £).

11.	Tenant Initial Capital Expenditure	<p>Please provide an indication of initial proposed capital expenditure to be undertaken.</p> <ol style="list-style-type: none"> 1. Glenmore – (please insert £). 2. Cashel – (please insert £). 3. Cobleland – (please insert £). <p>Full details of proposed capital expenditure should be provided as part of the submission. If capital expenditure is to be offset against the asking premium price, a mechanism will be included in the lease to ensure the capital expenditure is outlaid.</p>
12.	Rent Free	A 4 month rent-free period will be offered from the date of entry.
13.	Rent Reviews	<p>Rent reviews will be at the expiry of each 5th year from lease commencement date.</p> <p>The rent at review will be the higher of:</p> <ol style="list-style-type: none"> 1. The rent at the commencement of the 5 year review term increased by the Consumer Price Index (compounded). The rent review will follow a formula to be provided. 2. The % as highlighted below of the average net of VAT turnover for the 3 years prior to the rent review date: <ul style="list-style-type: none"> • Glenmore – 21% • Cashel - 18% • Cobleland – 16%
14.	Tenant's Deposit	<p>The Tenant will lodge a deposit equivalent to 50% of the annual rent (6 months rental) on the date of entry.</p> <p>The deposit, which will not attract VAT, will be returned on the earlier of (i) the expiry of the lease, provided the Tenant is not in breach of the lease at expiry and (ii) on a permitted assignation of the lease.</p>

		50% of the deposit (3 months rental) will be returned to the tenant on the 5 th anniversary of the date of entry on production of satisfactory accounts for the Tenant, which show a trading profit at least equivalent to 3 times annual rent.
15.	Service Charge/Factor's Charge	The Tenant will be liable for (if asked) any management surveyors/service charge in addition to rent throughout the term of the lease. The fees will be capped at 3% of rent.
16.	Repairs and Maintenance	<p>The Tenant will accept the Premises in good and tenable condition. The lease will be on a full repairing basis except that the Tenant may, at their own expense, have a Schedule of Condition prepared, which will be attached to the lease once approved by the Landlord.</p> <p>The Tenant will accept all the Landlords' buildings, structures and fittings as being in and substantial good condition and will return the same in such condition at lease expiry.</p> <p>All buildings which are painted externally must be repainted every 5 years externally. All internal decoration is to be refreshed every 3 years. In each case, colours, materials and finish will require the Landlord's prior written approval (acting reasonably).</p>
17.	Insurance	The Tenant will insure the Premises (including buildings), loss of rent and third party liability. In addition, the Tenant will be required to insure their own contents and maintain Public Liability and Employer's liability insurance. Copies of the insurance policies are to be provided to the Landlord on a yearly basis. Employers liability and Public liability shall be insured for at least £10m (or such higher sum as the Landlord shall require, acting reasonably).
18.	Use	<p>The Premises are to be used only as a caravan/campervan/camping site (including ancillary caravan storage) and for no other purpose except with the prior written consent of the Landlord.</p> <p>The Tenant must use the Premises within the terms of the site licence at all times. In particular:</p>

		<ul style="list-style-type: none"> No caravans other than holiday/tourer caravans will be permitted nor shall the Premises be used as a permanent residential site. The Tenant must not seek or make any variations to the site licence without the prior written consent of the Landlord. <p>The Tenant shall keep the Premises wholly open and available for use seven days a week during each Trading Season being (i) 1st April to 30th September in each year for Cashel and Cobleland and (ii) 1st January to 31st December in each year for Glenmore.</p>
19.	Alienation	<p>No assignation is permitted within the first 2 years of the Lease. The Tenant will be permitted to assign (in whole) but not sublet the Lease at any time thereafter with the Landlord's prior written consent (not to be unreasonably withheld to an incoming tenant who is demonstrably capable of fulfilling the terms of the lease and is of sound financial standing). The incoming tenant may be required to lodge a deposit and/or provide a guarantor.</p> <p>Landlord's consent will be required in the event the Tenant wishes to sell the shares of the Tenant company (subject to reasonableness test above) other than for reasonable tenant corporate restructuring purposes which does not result in a change of shareholders.</p>
20.	Rates	<p>The Tenant will be liable for all business and/or water rates payments and any Council Tax payable.</p>
21.	Accounting Information and record keeping	<p>Each Accounting Year of the Lease Term will be from 1st December in each year to 30th November in the following year (or such other period as the Landlord may agree).</p> <p>The Tenant will install a modern till system and all income is to be recorded on the till system. The Tenant will keep a record of the daily occupancy on site, split into the categories of caravan, campervan, camping and (if applicable) caravan storage. The Tenant will provide detailed records</p>

		<p>of site utilisation for each Accounting Year to the Landlord by the 31st December in each calendar year. The Tenant will provide management profit and loss accounts for the business operating from the Premises within 3 months of the end of each Accounting Year. The Landlord will have the right to request an independent audit of the business. In the event that such audit results in a material (at landlords' sole discretion) breach of accounting accuracy then the Tenant will be liable for the Landlord's audit costs.</p>
22.	Inventory & Web/IT	<p>For the avoidance of doubt, the Premises include all Landlord's fittings to include electrical hook up points, tarmacadam or hardcore roads, and all buildings, structures and services on site.</p> <p>The Tenant will accept such fittings as being in good and substantial condition and will return the same in such condition at lease expiry.</p> <p>The Landlord will allow the Tenant to utilise the site name, for the duration of the lease. For the avoidance of doubt, the site name is retained and owned by the Landlord. The Tenant may not change the site name without the Landlord's prior consent.</p>
23.	Lease expiry	<p>At lease expiry (or earlier termination of the Lease), the Tenant will (for no consideration or payment):</p> <ul style="list-style-type: none"> • Provide the Landlord with all customer records (to the extent legally competent to do so). • Provide full details of all bookings for any period after lease expiry or termination to the Landlord. • Transfer the caravan site licence to the Landlord or the Landlord's nominee. <p>The Tenant shall not accept any customer bookings for any period after lease expiry or termination, except in accordance with a booking scheme agreed in advance with the Landlord.</p>

24.	Pandemic	<p>If the Tenant is unable to trade from the Premises or if the Premises are otherwise inaccessible as a result of any legislation or legal restriction (whether imposed nationally or locally) introduced in order to control an epidemic or pandemic, then:</p> <ul style="list-style-type: none"> • Payment of 50% of the rent shall be suspended. • There shall be no requirement to keep the Premises open and available for use. <p>The above will remain in place until such restrictions have been lifted so that the Tenant is able to access and resume trading from the Premises.</p>
25.	Landlord Required Information	<p>The Landlord requires to be fully satisfied in relation to the Tenant's financial stability and source of funds.</p>
26.	Tenant works & improvements	<p>The Tenant is to provide details and plans of any proposed Tenant fit-out works to the Landlord for approval prior to commencing any works. The Tenant will be responsible for obtaining all necessary planning and other statutory consents.</p> <p>The Landlord encourages the Tenant to invest to enhance and expand the business operating from the Premises. The Landlord will consider potential rent-free periods, and/or rent rebasing in the event of significant tenant investment. For the avoidance of doubt, this is not a binding obligation on the Landlord, merely a statement of support in the event of significant tenant investment which receives Landlord's approval.</p>
27.	Community Engagement Plan	<p>The Tenant is to provide an updated copy of their Community Engagement Plan by each anniversary of the date of entry, to include a summary of actions taken during the preceding year.</p>
28.	Legal Costs	<p>Each party is liable for their own legal costs. The Tenant will be liable for any registration dues and LBTT in connection with the transaction.</p>

The heads of terms are subject to Landlord's final approval after receiving Tenant's references and to the Landlord being wholly satisfied in relation to the suitability of the incoming tenant.

Under the Requirements in Writing (Scotland) Act 1995 we must point out this this proposal is not intended to be contractual in its effect. A contract can only be entered into via our client's solicitors.

We, the proposed Tenant, have had sight of the Heads of terms and wish to proceed on the basis of the Heads of Terms, subject to our solicitor agreeing a finalised lease with the Landlord's solicitors.

Name

Date