

Beach Gardens Kiosk Improvements

The Beach Gardens Kiosk, known as the ‘Tea on the Green’, is open from April to September each year and provides a range of refreshments plus putting hire, tennis court bookings and a range of other services to its customers. During the 2021 season, income of £37,500 was generated, which was similar to the pre-pandemic level, despite a smaller spend on refreshments due to social distancing.

During the pandemic, kiosk staff were required to set up a table outside the kiosk and provide tickets and refreshments in a relatively awkward manner. However, it was found that this did not reduce the turnover and indeed we have now come to the conclusion that the use of the inside of the kiosk provides very little benefit.

Therefore, we would like to ask the Council if we could create a kiosk type sliding window which will enable staff to stay inside the building and serve through the window. This has a number of benefits as follows:

1. While we have CCTV at this location for the security of staff, it remains an area with some concerns and staff have on occasion experienced some issues with customers. By operating through a window, this will add an extra level of security to the staff who are lone working at this site.
2. The hatch will be easier to see from across the site and should encourage additional customers to use the facilities thus generating additional turnover.
3. Staff will be able to reduce their time spent walking between the coffee machine and cooking facilities and customers. During busy times this can be a problem and will help make the role more efficient.
4. It will provide a more professional and quality presentation.
5. By freeing up the remainder of the kiosk this will allow additional storage space which otherwise is very limited at this location and will reduce the area that is required to be cleaned regularly throughout the day.

The cost of this window is quoted as £4,033 and will include a small serving area on the outside which can be folded down when the kiosk is closed.

Ultimately this will also allow the removal of the small concrete ramp and bars that lead into the current kiosk to avoid the small step. The removal of this will tidy up this area and provide additional seating space.

There is also budget previously made available to develop a decking area outside the kiosk which was delayed due to Covid. Once this is installed the additional seating capacity will have a positive impact on the area.

There is sufficient underspend within the current budget to procure this as follows:

- Cash collection - £1,750 available
- Equipment - £2,000 available
- Kiosk Equipment - £283 available

Decision required

That Council approve the purchase of a sliding window hatch for the Tea on the Green kiosk, to be funded by a virement from the budgets identified above.

Culvin Milmer
Visitor Services and Business Development Officer

March 2022

Proposed Concessions for 2022: Sauna and Ice Cream vans

a) Seafront Sauna

The Council are asked for approval for a one-year trial for a ‘Sauna’ concession.

Beach saunas are increasing in popularity and there is now one at Sandbanks and Studland, both of which seem to be incredibly busy according to their websites, with advance bookings selling out very quickly. It is understood that the facility, which houses around six people at a time, is booked out by groups on an hourly basis. The Council has recently been approached by two companies wishing to offer this service in Swanage.

The sauna would be housed within a stand-alone wooden trailer/unit, roughly the size of a small shipping container. No electricity would be required as the sauna would be powered by a log burner, housed internally. Access to water would be required, although not directly to the facility.

The concession would charge the public for the use of the facility and pay an annual fee to the Council. They would be required to hold public liability insurance and undertake a risk assessment to be approved by the Town Council.

The fee might need to include the costs associated with keeping the public showers on throughout the year (which are currently turned on from mid-May to early September, in line with the bathing zone), although this would need to be confirmed with the concessionaire.

Any direct costs associated with the concession (legal, infrastructure etc) will be incurred by the concessionaire.

The trial period is assumed to be for the period 1st May 2022 to 31st March 2023.

The concession should always have due regard to environmental considerations.

Discussions with sauna providers have identified the following areas as their preferences to locate a sauna:

- Swanage Beach
- Prince Albert Gardens

The Rents and Licences Panel met on 28th February 2022 and considered that both these areas provide several challenges and would not be appropriate for such a facility. In particular, the Panel confirmed that non-essential structures should not be constructed on the beach, due to concerns over beach shrinkage and accommodation of higher visitor numbers.

However, the principle of a beach sauna was supported, and it was felt that this might be a useful addition to the area. It was noted that this facility will operate all year and, indeed, it is perhaps more popular in the winter.

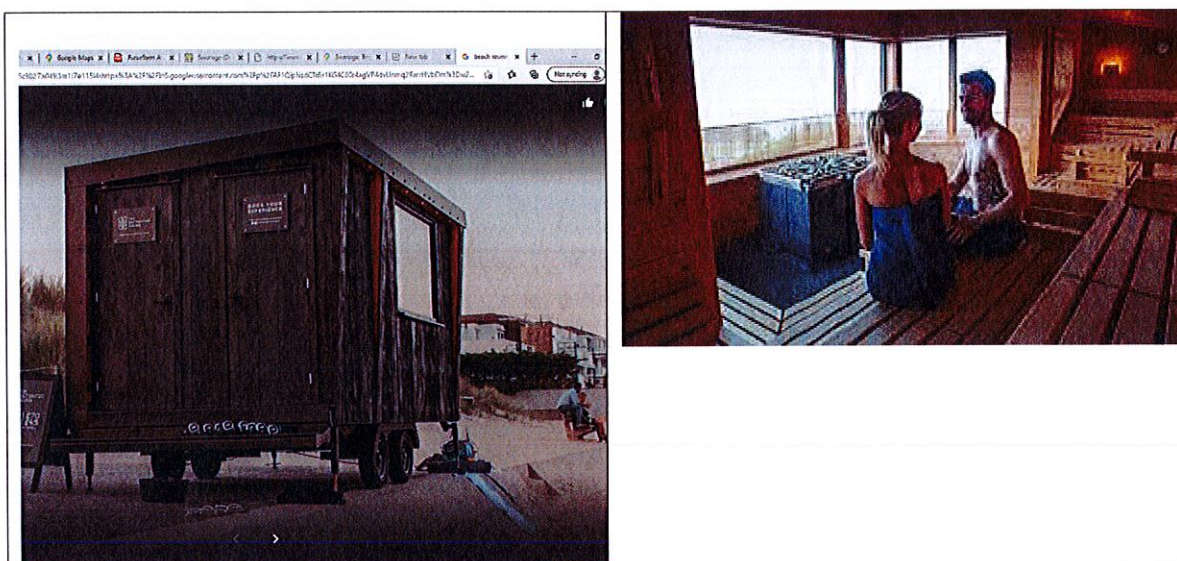
Therefore, the Panel proposed that the ‘Hardstanding’ area is offered as a location for a sauna. The exact location on the Hardstanding would be agreed with the concessionaire by officers and take into account the current use of this area and the art installations that are situated here.

While this area is relatively underused and might be a good location for the Town Council, it should be noted that it is likely to pose a number of challenges to a concessionaire such as distance from the beach, general feel of the area and the open road during the winter period.

It is intended that an 'Expression of Interest' will be published, and suppliers will be asked to offer a fee that they would consider for the trial period.

During the winter of 2022-23, the concession will be reviewed, and the Council will be asked if they wish to make this into a longer-term arrangement. Unlike the ice cream concession below, the terms and conditions for this concession have not been prepared in advance as officers will need to review the expressions of interest received and develop terms around these, as the exact operation of the facility is new to the Council.

The pictures below are representations.



Proposed Location – The Hardstanding

(exact location within area to be agreed with concession)



b) Ice Cream Vans in Council car parks

The Council are asked for approval for a one-year trial for an ice cream concession within the Council's car parks.

The applicable car parks are as follows:

- Main Beach Car Park / King Georges Park
- North Beach Car Park
- Broad Road Car Park

The concession will be permitted to sell ice creams and associated products, but not alcohol. Permission to trade at the Swanage Friday Market will be included for Main Beach Car Park which for the April to October period would normally cost £782.75 for a standard plot (3m x 3m) including electric. It should be noted that the Swanage Friday Market does not offer trader exclusivity so other ice cream traders may operate if they choose to do so.

No single use plastic will be permitted as defined by 'Surfers Against Sewage'. All items sold should have due consideration for the environment. Where possible, mains electric will be included within the price and generators, or any fossil fuelled system, will not be permitted to maintain fridges and/or freezers within vehicles.

A waste bin for customers will be provided and all litter removed and disposed of according to legislation.

Appendix 1 - Proposed Agreement for an ice cream van concession for 2022

The following agreement for an ice cream van has been produced based on a similar one issued by the Town Council in 2012. This will be provided to potential concessionaires, although it should be noted that some areas may be amended once discussions are undertaken with potential concessions.

1. This agreement permits the operation of an ice cream van at the agreed location between 1st May and 31st October 2022.
2. The hours of operation will be between 10.00 a.m. and 7.00 p.m.
3. This agreement does not provide the exclusive right to trade from this location.
4. This agreement shall not be underlet or assigned to a third party.
5. Under this agreement you will pay to the Town Council the sum of £X plus VAT
6. This agreement may be terminated on a week's notice by either party.
7. The Town Council accepts no liability for loss, damage or injury to any person or property however caused as a result of your activities and shall not be liable for any indirect or consequential loss whatever or however caused. You will keep the Town Council fully indemnified against all costs, claims, expenses, demands, charges or liability of any description arising as a result of your activities, and those of any contractors/sub-contractors associated with your business.
8. You accept responsibility for obtaining public liability insurance with the value of £5 million or such sum that the Council may determine, and will produce a copy of your insurance to the Council with relevant paper work prior to the commencement of trading.
9. You will be required to comply with the Health and Safety at Work Act 1974 and regulations made thereunder, and all other relevant statutory provisions including any health and hygiene regulations. Your attention is drawn to the requirement of the Management of Health and Safety at Work Regulations 1992 and specifically the requirement for risk assessment, which must be submitted prior to the commencement of trading and be produced to the Council on request.
10. You will be responsible for ensuring compliance with all legislation and the like covering the siting, operation and management of the ice cream van and for the payment of any fees so required.
11. You are responsible for all equipment brought and left on site; and will ensure that any such equipment is properly secured against misuse. The Council accepts no responsibility for any loss or damage to such equipment. In addition, you will make sure that the insurance cover provided covers all risks for the duration that such equipment is on Council Land. All associated equipment is to be removed from the site at the end of each trading day.
12. You must not allow any access to be obstructed.
13. You will comply with the requirements of the Regulatory Reform (Fire Security) order (RRFSO).
14. Your activities should not hinder, interrupt or inconvenience any member of the public, neighbour or user of adjacent or neighbouring property or land. You are to ensure that no equipment or otherwise creates or constitutes a noise nuisance. If your activities create a nuisance this agreement will be terminated with immediate effect.
15. You will be responsible for any damage, whether accidental or otherwise. In the event of any claim made by the Town Council to you, it will be deemed that you have inspected the site and any equipment and satisfied yourself of their condition prior to use.

16. The site is to be left in a clear and tidy condition at the end of each day. Any litter arising from your activities shall be removed. You are responsible for making arrangements for the collection and disposal of this refuse. A charge may be levied by the Town Council for site clearance, if this condition is not met.
17. All liquid waste is to be removed from site and appropriately disposed of.
18. No overnight camping or sleeping on site will be permitted.
19. You will not sell anything other than ice creams from your van without prior written permission from Swanage Town Council. No land, property or equipment shall be sub-let by you.
20. Any trade / promotional / sponsorship units or banners are to be agreed with the Council.
21. You will ensure that you have a valid food hygiene certificate issued by the local authority and that your company has at least a Level 2 qualification in Food Safety and Hygiene.
22. No single use plastic will be permitted as defined by 'Surfers Against Sewage'. All items sold should have due consideration for the environment.
23. No fossil fuelled systems will be permitted to be used to maintain the running of internal equipment, this includes generators or petrol/diesel engines.
24. You will at all times comply with any verbal or written instructions or requirements issued by a duly authorised officer of the Town Council.

Boat Park - Swanage Boat Park – To consider adoption of revised Boat Park Regulations

During the winter of 2021, the Visitor Services Manager undertook a review of the management and operation of the Swanage Boat Park largely due to the number of comments received from customers during the last season. The first stage of this review is now drawing to a close and the results will be fed back to the Council at a future meeting. However, many of the proposals made are within delegated budgets and work regarding implementation has already begun.

The Visitor Services Manager is keen to send out invoices to boat park customers very shortly and the review has highlighted a small number of areas where the rules and regulations for the boat park should be amended.

In order to move forward for accepting bookings for 2022-23 it is recommended that a number of amendments are made to the current Boat Park Rules and Regulations. Some of these bring the regulations up to date with how we operate at the boat park (such as allowing a small level of commercial operations) while others provide greater clarity regarding current activities, such as the parking of cars and the use of row E. Both these latter areas continue to cause issues with customers and greater clarity is required. Finally, the review identified that it is standard practice at other similar facilities to require customers to have public liability insurance. This is important as it helps to protect the public and the authority from potential claims. Therefore, a provision for this is now included in the proposed terms.

The proposed rules are included below with amendments indicated in yellow.

Decision required

Whether or not to adopt the revised ‘Rules and Regulations for the Swanage Boat Park and Slipway’ as detailed in Appendix 1, from 1st May 2022.

Culvin Milmer
Visitor Services and Business Development Manager

March 2022

APPENDIX 1

Swanage Boat Park and Slipway

Rules and Regulations

1. **The Boat Park, situated off Peveril Point Road, The Downs, constitutes a facility provided by Swanage Town Council on a letting of spaces marked thereon and the use of the slipway, subject to rules and regulations.**
 - 1.1 The Council reserves the right to make reasonable changes to the Rules and Regulations without prior notice.
 - 1.2 The Council reserves the right to refuse entry to the Boat Park.
 - 1.3 Overnight sleeping is not permitted.
 - 1.4 All users, with the exception of those operating kayaks, must have suitable public liability insurance of £2million in place and which must be produced on request. The Council will decline the use of the facilities if insurance is not supplied on request
 - 1.5 Any person using any part of the Boat Park or its facilities for whatever purpose and whether by invitation or otherwise does so entirely at their own risk.
 - 1.6 The parking of towing vehicles within the Boat Park will only be authorised for seasonal permit holders and in which case an appropriate permit must be displayed in their vehicle at all times and the vehicle must be parked within the designated bay of the permit holder.
 - 1.7 Boat Park customers should ensure that the use of the jetty is kept to a minimum and boats should not be left unattended, unless provided with approval by the Town Council. Unattended boats with no authority are liable to be removed immediately.
2. **Daily launch from the slipway**
 - 2.1 The slipway is available for the launching of craft between the hours of 7.30 a.m. – 7.30 p.m. in summer, and 7.30 a.m. – 4.00 p.m. in winter.
 - 2.2 Craft must not be launched from the slipway without prior payment and a parking space for the trailer agreed with the Boat Park attendant or authorised officer.

- 2.3 Craft must be launched from the slipway in a manner not to cause nuisance or injury to other users and with regards to health and safety legislation.
- 2.4 Any boat or trailer parked within the park without pre-payment or permission of the Boat Park attendant is liable to be removed immediately.
- 2.5 No boats are to be launched from the slipway or landed at the jetty for commercial purposes unless prior approval has been received from the Town Council
- 2.6 No vehicle, other than those authorised, may be parked within the Boat Park.
- 2.7 Launching of boats, without storage of a trailer is permitted upon payment of a reduced rate “launch only” fee.
- 2.8 Priority for the use of the jetty should be given to Fishermen.
- 2.9 Unauthorised landing at the jetty is prohibited.

3. Personal Watercraft

- 3.1 All users of personal watercraft must be registered with the Datatag system and the registration number must be visible on the watercraft.
- 3.2 Proof of personal watercraft insurance must be provided prior to launching.
- 3.3 Personal watercraft users must pay the launch fee and be registered with the Boat Park attendant prior to launching.

4. Launch fee

- 4.1 On receipt of payment of a “launch only” fee, entitlement is given to use the slipway to launch and retrieve the craft.
- 4.2 On receipt of payment of a “daily” launch fee, entitlement is given to use the slipway to launch and retrieve the craft and to park the trailer in the allocated position only.

5. Numbered grids, properly allocated by the Council, may be taken on the following terms

- 5.1 All boat owners must make contact with the Boat Park attendant or Swanage Information Centre to be allocated a grid before parking or launching.
- 5.2 The boat size will be determined by the Boat Park attendant. The boat will be measured from the tow hitch to the end of the motor and will include all projections.

- 5.3 No boat or trailer may be parked, or any boat launched from the slipway, without prior payment and issue of permit.
- 5.4 No boats stored at the Boat Park are to be launched from the slipway or landed at the jetty for commercial purposes.
- 5.5 Permit holders must register the boat at the Swanage Information Centre, or through the Boat Park attendant. The boat that is launched with the permit must be the registered boat, and the boat must be appropriate to the size of grid rented.
- 5.6 Permits are non-transferable.
- 5.7 In the absence of a boat, the parking of a trailer or towing vehicle is deemed to be occupation of a grid.
- 5.8 The Council reserves the right to remove any boat, trailer, vehicle or other article, parked or left on a parking grid without payment of the appropriate fee, as the non-payment of such shall be considered to constitute unauthorised use of a parking grid.
- 5.9 Boats and trailers must be parked wholly within the limits of a marked bay. The Council reserves the right to make an additional charge for any grids partly occupied.
- 5.10 Any boat or trailer, or other article, parked or left within a grid is at the owner's risk, and the Council accepts no responsibility for damage or loss.
- 5.11 The slipway is provided for the launching or taking up of boats only at users' own risk, and no boats, trailers, vehicles or other equipment shall be left thereon, the Council reserving the right to remove such if left on or in the area of the slipway in contravention of this regulation.
- 5.12 The Town Council reserves the right to close the slipway at any time.
- 5.13 If necessary, due to stress of weather, boats will be permitted to be stored on the slipway for a period of up to 48 hours, provided that access is not impaired for the RNLI Lifeboat and the Angling Club.
- 5.14 Any boat, trailer, vehicle, or article of equipment removed by the Council upon contravention of these rules and regulations, shall be considered to be impounded and recoverable by the owner only upon payment to the Council of the cost of the removal, storage and any dues for use of the boat and trailer park.
- 5.15 The Council reserves the right to dispose of the boat, trailer, vehicle, or article of equipment, and apply the proceeds towards the sums owing to the Council. The official warning notice at the entrance to the Boat Park

shall be considered as sufficient notice for the purpose of this regulation.

- 5.16 No hazardous material is to be stored on the boat and trailer park.
- 5.17 In the interests of health and safety, the trailing of electrical cables and hoses are prohibited within the Boat Park.
- 5.18 Any vehicle or equipment brought onto the Boat Park or the slipway which, in the opinion of the attendant or authorised officer employed by the Council, causes an obstruction to other users of the Boat Park, will be removed at the owner's expense.

6. Users of the Boat Park must obey the instructions of the Boat Park attendant at all times

- 6.1 Any accident or injury occurring within the Boat Park (including the slipway) must be reported to the attendant or the Swanage Information Centre, and recorded in an accident book.

7. Parking Grids

- 7.1 The grids are for the parking of boats and trailers or towing vehicles only.
- 7.2 Boats, trailers or towing vehicles must be parked within the confines of the allocated grid.
- 7.3 Grids are for the sole use of the permit holder only.
- 7.4 Grids must be kept in a clean and tidy state at all times.
- 7.5 Boats and trailers must be kept in a condition not to cause danger to other users of the Boat Park, with no protrusions that could cause injury to others (anchors etc.), and with due regard to Health and Safety legislation.
- 7.6 All boats must have a name or other identification mark in a prominent position.
- 7.7 All trailers must have the allotted grid number affixed in a prominent position.

8. Grid sizes

- 8.1 Grids in lane G are to accommodate boats and trailers up to 3.90m (13ft) in length.
- 8.2 Grids in lanes A, C, D and F are to accommodate boats and trailers up to 6.70m (22ft) in length.

8.3 Grids in lane C are to accommodate boats and trailers up to 5.80m (19ft)

8.4 Grids in lane B are to accommodate boats and trailers up to 8.80m (29ft) in length.

8.5 Lane E is to accommodate trailers only to be used at the discretion of the authorised officer and all items stored here must have an appropriate permit attached. Any items stored without an appropriate permit, will be liable to be removed immediately

8.6 Kayak racks are available and must be pre-booked in advance. The Council reserves the right to decline any kayak if it is deemed to be too long.

9. Scale of Charges

9.1 The Scale of Charges is set annually by the Town Council, and the current tariffs and fees will be published and displayed prominently at the Boat Park. The Council has the right to alter or amend the Scale of Charges at its own discretion at any time.

10. Payment

10.1 The summer season starts on 1st May and finishes on 31st October. The winter season starts on 1st November and finishes on 30th April.

10.2 Payment for the summer season must be made to the Swanage Information Centre on or before 30th April or boat and trailer will be removed from the park.

10.3 Payment for the winter season must be made to the Swanage Information Centre on or before 31st October or boat and trailer will be removed from park.

10.4 Any boat and trailer remaining on the park unpaid for fourteen days will be removed and the grid allocated to the first boat suitable on the waiting list.

10.5 Payment of grids for seasonal permits must be received in advance, with no refunds available.

10.6 With regards the non payment of any dues, the Council's Impound Procedure for the Boat Park will be followed.

To consider budget allocation for emergency repairs to jetty.

The condition of the central jetty at Swanage Boat Park has experienced significant deterioration within the past three weeks. Professional advice has been sought and the Council are working with suitably qualified professionals to determine the most appropriate course of action.

Advice received to date has determined that it is extremely likely that substantial and wholesale works will be required. Such works need to be undertaken by specialist contractors, accessed from the sea and thus the timing of any such works will be restricted to suitable tidal and weather conditions.

Decision required:

To determine whether to agree a budget allocation for works of up to £60,000 for emergency repairs to the jetty.

Gail Percival
Operations Manager

March 2022

Dor

AGENDA ITEM 16)

Swanage Town Council
High St
Swanage
BH19 2NZ



Swanage Sailing Club
Buck Shore
Swanage
BH19 2AW

Dear Dr Ayres,

Proposed Wave Protection Wall

I am writing to seek confirmation that Swanage Council has no formal objection to Swanage Sailing Club installing a wave protection wall. I am writing similarly to Dorset Council to confirm that the proposals will constitute permitted development.

As you appreciate storm events in Swanage are becoming more prevalent, with more potential for damage. The Sailing Club suffers the brunt of easterly storms that creates wave damage, rather than long term flooding from rising sea levels.

The proposal shown in the attached photomontage is for a 0.9m high wall set well above the Mean High Water Springs Mark (MHWS), based on 2.5m long timber sleepers slotting into steel H-columns set in concrete footings.

For the most part the railway sleepers will be left insitu, but the main slipway will be kept open until storm warnings are issued and openings will be made at the slipways during the sailing season.

The design is specifically aimed at avoiding environmental harm, viz:

- The wall is set above MHWS to avoid any interference in natural tidal movements
- The sleepers are untreated
- The concrete footings will be set in sacrificial formwork to minimise concrete seepage

I hope that you welcome our proposals and should be grateful if you could sign a copy of this letter as confirmation that there is no formal objection from Swanage Town Council.

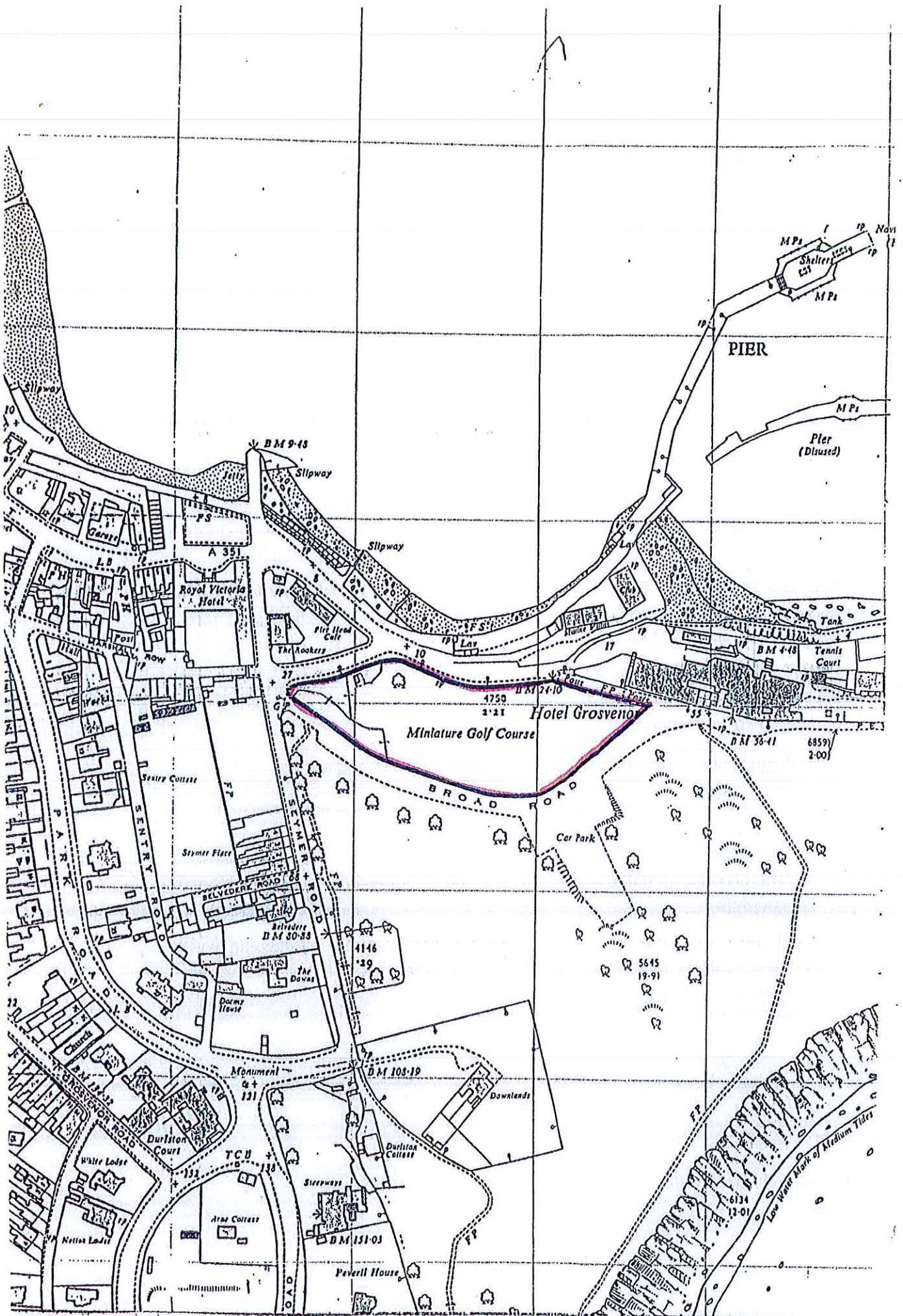
Yours Sincerely,



Greg Vaughn

SSC Trustee

Swanage Sailing Club



KEY
 Hatched Land consisting of the part or parts
 of a block of land representing the proposed

ISSUED BY

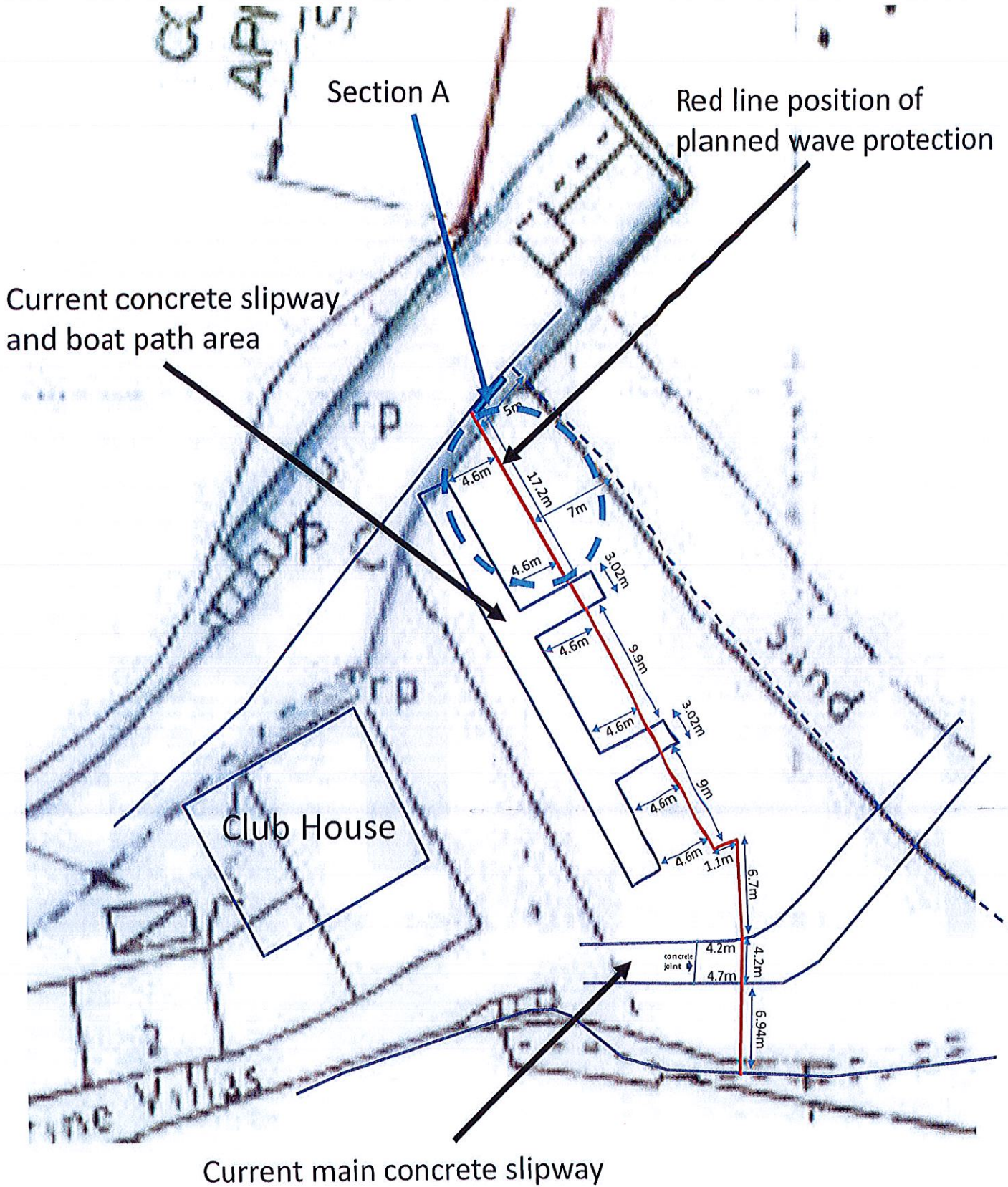


Photo-real picture of first section of wave protection
Section A.

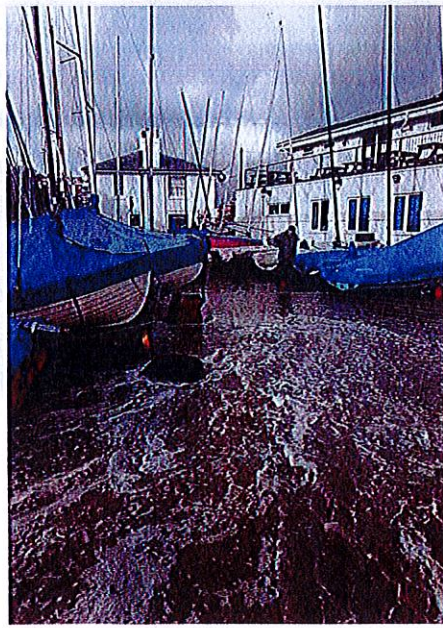
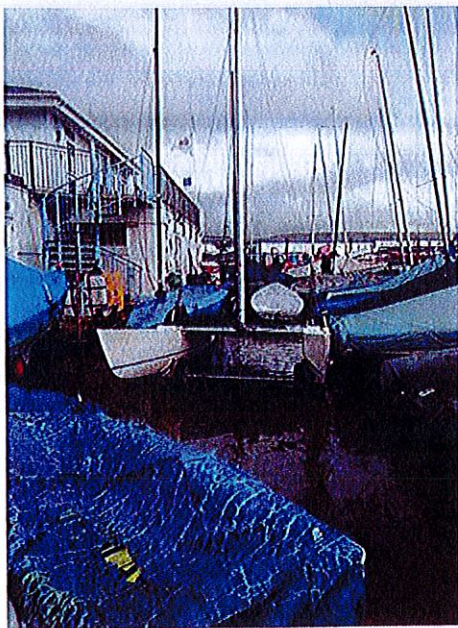
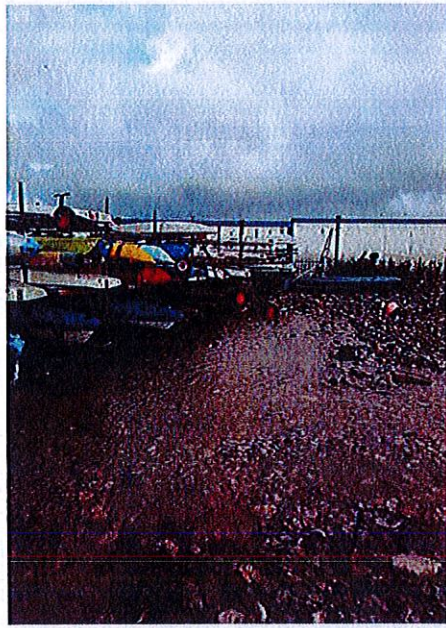
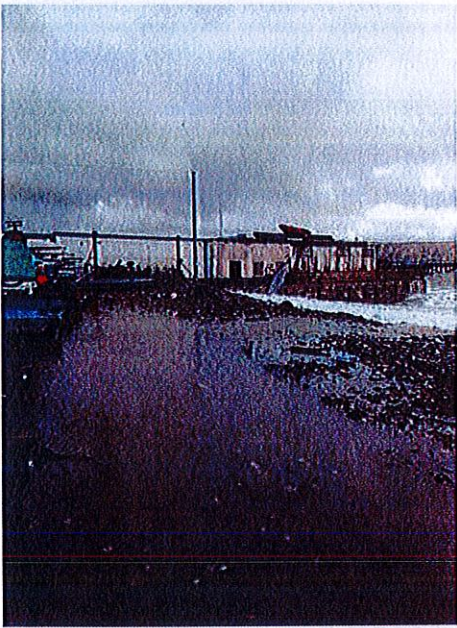
Wall to be made from reclaimed sleepers (3 giving wall height of 0.9mtrs).
The sleepers are slotted into steel king-posts 1mtr above ground and
1.4mtr below ground



Section A



Flooding 2020



Godlingston Cemetery Chapel - Proposal to facilitate small funeral services during forthcoming closure of Poole Crematorium and agree an appropriate charge

Poole Crematorium will be temporarily closed for 22 weeks from 14th March 2022 to enable refurbishment works to be completed. A request has been received from the local funeral directors to permit mourners the use of Godlingston chapel throughout this period of closure. Allowing the use of Godlingston chapel would prevent mourners from having to make the journey to Bournemouth Crematorium whilst Poole is temporarily closed. It is proposed that during this period the Chapel would be additionally available in cases where no interment in Godlingston cemetery was intended.

In order to ensure costs associated with cleaning, heating and securing of the chapel are met it is proposed a fee of £150 is charged. This charge would only apply if an interment within Godlingston Cemetery is not intended.

Decision required:

To determine whether to permit mourners to gather for small services at Godlingston Cemetery Chapel in cases where an interment within the cemetery is not intended, for the period when Poole Crematorium is temporarily closed, for a fee of £150.

Gail Percival
Operations Manager

March 2022