

**TO LET BY WAY OF INFORMAL TENDER
PERIOD RETAIL UNIT**

**KING'S GARDENS TEA ROOMS LOWER
PROMENADE SOUTHPORT PR8 1QX**

Gross Internal Area 67.14 sq. metres (722.69 sq. feet)



Strategic Asset Management
Magdalen House
30 Trinity Road
Bootle
L20 3NJ

Email: property.management@sefton.co.uk

Ref: Asset 381/PE2991/MJF

MISREPRESENTATION ACT 1967

Sefton Council, as lessor, hereby gives notice that the information provided in these particulars is provided on the following conditions:

1. These particulars are set out as a general outline only, for the guidance of intending lessees and do not constitute an offer or contract, or part of an offer or contract.
2. All statements contained in these Particulars as to the premises are made without responsibility on the part of the Lessor. All descriptions, dimensions and references to this property's condition and any necessary permission for use and occupation, and any other relevant details, are given in good faith and are believed to be correct. However, any intending tenants should not rely on them as statements or representations of fact but satisfy themselves of their correctness by inspection or otherwise.
3. The Lessor does not make or give, nor has any person in the employment of the Lessor, any authority to make or give any representations or warranty whatsoever in relation to the property.

ANTI-MONEY LAUNDERING

To comply with our legal responsibilities for Anti-Money Laundering, it will be necessary for the successful bidder to provide information necessary to complete these checks before the deal is completed. Information required will include:

- Corporate structure and ownership details.
- Identification and verification of ultimate beneficial owners.
- Satisfactory proof of the source of funds for the lessee.

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1.0 Introduction

- 1.1 Sefton Council invites annual rental offers for a ten-year lease of the Kings Gardens Tea Rooms, Southport.
- 1.2 The property comprises a spacious lock-up café/retail-unit (approx.67.14 sq. metres) in a prime location at the entrance to Southport Marine Lake. Parking is available within a short walking distance of the premises.
- 1.3 The property is being offered to let on a business tenancy for a lease-term of ten-years subject to an upwards only rent review at the end of the fifth year of the lease term and a mutual break clause at the end of year 5.
- 1.4 The tenant is responsible for keeping the property in good repair (with the exception of the roof, load-bearing walls and other main structures). The tenant will be responsible for obtaining buildings, contents and public liability insurance. The insurance to include plate glass, windows, doors and fixtures and fittings.

2.0 Location

- 2.1 The property enjoys a prime position on the Lower Promenade, approximately 35 yards from the main road (Southport Promenade) and is centrally located at the entrance of Kings Gardens & the Marine Lake complex in close proximity to other visitor attractions to include future proposals such as the emerging Southport Marine Lake Events Centre due to be completed in 2028/29 that is estimated to attract over 500,000 additional visitors a year to Southport and lastly adjacent to Southport Pier that is currently undergoing a £20m transformation project.
- 2.2 The location of the property lies 0.25 miles west of Southport Town Centre (Lord Street) where Southport Railway station is located. See 'Location Plan' at Appendix A.

3.0 Description

- 3.1 The King's Gardens Tea Rooms is an attractive period brick and timber frame-built structure with pitched roof in red and grey tiles and decorative glazing with stained-glass windows and cast-iron guttering. It is a stand-alone property in a prime corner position with frontages to the Lower Promenade and the main entrance into the Marine Lake complex and grounds refer to location plan Appendix A.
- 3.2 The property comprises a single storey lock up unit with a retail area of approximately 67.14 square metres (722.69 sq. feet) plus rear storage and a WC. The main entrance to the property is directly from the Lower Promenade into the Gallery seating area, including a large bay window area. The secondary entrance at the side of the property leads directly into the kitchen area and also gives access to the rear (tarmacked)

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external seating area. Two gated storage areas are available at the side of the property. There is an external seating area at the front of the property as shown by red hatching on the plan at Appendix C, but this area will be subject to any public rights of way which may exist over this area. Internal arrangement of the rooms is shown on the Layout Plan at Appendix D.

- 3.3 Previously used as a café and tea rooms the property is suitable for a variety of retail uses (subject to Council as Landlord and Planning approval). The Council's preferred use is for a food and drink operator to take a lease of the premises.

As there is currently no extraction system in the building, there will be a restriction against some cooked meals other than light items such as sandwiches, soup, cakes and confectionery. The incoming tenant may wish to invest in an extraction system subject to obtaining planning consent and the Council's consent as landlord.

It is an attractive building, with tiled floor throughout the retail area and has recently been the subject of comprehensive repair works as detailed at Appendix E.

- 3.4 Electricity, water and gas are available to the premises and will be subject to separate metering with the relevant statutory authorities. Interested parties are recommended to carry out their own inspection and make the necessary checks with the relevant utility companies to verify the position. As at 1st May 2026 all supplies were connected.
- 3.5 There is no car parking with the property but loading and unloading will be permitted as long as the access to the lower promenade is not blocked
- 3.6 The premises are available to view by appointment only. See 9.2 for viewing arrangements.

4.0 Planning

- 4.1 The premises lies within the Promenade Conservation area, Kings Gardens (Grade II Historic Park and Garden) and is a non-designated heritage asset. The building sits within Southport Seafront and Central Southport Regeneration area where a mix of uses including retail, commercial, leisure, hospitality, events and new or improved visitor attractions are considered acceptable in principle (subject to planning). Most types of retail use would be acceptable to the Council. Consideration will be given to tenders for alternative uses for which planning permission may be required. Note that changes to signage will require prior written consent from the Council as landlord and separately as the local planning authority

The property benefits from planning permission to be used as a tearoom with outdoor seating (Use class E). There is a restriction on the times the outdoor seating area can operate which is between 9:00-22:00 daily.

A copy of the Planning Consent Decision Notice and other documentation relating to the application is available via the "Search and View Planning Applications and Appeals" page on the Council's website. Planning Application Ref: DC/2017/00097 Retrospective change of use from visitor information centre and office to tearoom including layout of outdoor seating Approved with Conditions 8 March 2017.

5.0 Services and Premises Investigations

- 5.1 Prospective tenderers should make their own investigations, enquiries and searches regarding the availability of utility services etc together with all other matters affecting the premises in order to establish that they are suitable for the intended use.
- 5.2 Upon submission of a tender to lease the premises, the submitting party is deemed to have full knowledge of all the facts relating to the premises and, in addition, will have the responsibility of having already satisfied himself/herself as to the availability of any necessary finance prior to submitting a rental offer.
- 5.3 The Rateable Value of the premises is £4,700 (w/e/f 1 April 2026). Please contact the Business Rates section on 0151 934 4360 for details the rates payable and of any rate relief that may be applicable to this property (note that small businesses may be charged a lower rate).
- 5.4 The ingoing tenant will be responsible for the payment of all outgoings associated with the premises plus buildings and contents insurance.
- 5.5 The Council will undertake works to make the unit statutorily compliant prior to the granting of the lease and that the Tenant will be required to hand the premises back in a statutorily compliant condition.

6.0 Terms and Conditions for Lease

- 6.1. The premises shall be as shown edged red on the Lease Plan at Appendix C.
- 6.2 The Lease will be for a term of ten years commencing from a date to be agreed with an upwards only rent review at the end of the fifth year of the lease term and a mutual break clause at the end of year 5.
- 6.3 The Lease will be a standard business tenancy excluded from the security of tenure protection of the Landlord and Tenant Act 1954, Part II.

- 6.4 The rent offered to the Council will be payable quarterly in advance, exclusive of VAT (if charged) and all other outgoings. The Council will confirm whether VAT will be charged on the rent as soon as possible.
- 6.5 The Tenant will be responsible for the payment of rent, VAT, business rates, insurances, taxes and any other outgoings that may be levied in respect of the premises.
- 6.6 The premises will be used only for purposes approved by the Council as the Landlord owner and, separately, as the Planning Authority.
- 6.7 The Tenant will be responsible for keeping the premises, apart from the roof, load-bearing walls and other main structures in good repair to the Council's reasonable satisfaction, throughout the period of the Lease. Note that the property does not have a security alarm and has manually operated roller-shutters to the shop frontage and the rear door.
- 6.8 The Tenant must keep the premises in a clean and tidy condition. Upon termination of the Lease the Tenant will surrender the premises in no worse condition than at commencement, to be evidenced by a photographic Schedule of Condition entered into between the parties. Upon lease expiry, the Tenant will be responsible for the removal of all approved signs, additions and structures erected on the premises, if required to do so by the Council.
- 6.9 No alterations can be undertaken without prior written consent from the Landlord.
- 6.10 The Tenant shall paint the premises internally and externally at least once during the term of the Lease. The paint scheme shall be agreed with the Council prior to commencement of painting.
- 6.11 The parties to the Lease shall agree an Inventory upon commencement of the Lease detailing any fixtures and fittings.
- 6.12 The Tenant shall be responsible for the security of the premises and any items stored therein.
- 6.13 The Tenant will indemnify the Council against all costs, claims, damages etc arising out of the use and occupation of the premises and shall provide evidence of such Third Party and Public Liability insurance cover upon demand.
- 6.14 The Tenant will be responsible for buildings insurance for the full reinstatement value of the premises and shall provide evidence of such insurance cover on demand.
- 6.15 The Tenant will ensure that no nuisance or annoyance is caused to adjoining owners, tenants, or occupiers.

- 6.16 The Tenant must provide the Council with two contact names, addresses and telephone numbers in case of emergencies.
- 6.17 The Lease shall be personal to the Lessee (Tenant) and shall not be capable of assignment or sub-letting of the whole without Council consent, consent not to be unreasonably withheld. Subletting of part will not be permitted.
- 6.18 The Tenant will be responsible for obtaining all necessary Statutory Approvals in connection with the use of the premises.
- 6.19 The Tenant will be responsible for electricity, any alarm, and any emergency lighting, and to provide evidence of such certification to the Council upon renewal and on demand.
- 6.20 The Tenant must comply with all Statutory Regulations, Acts and Health and Safety Legislation in connection with the occupation and use of the premises.
- 6.21 The Tenant shall not be permitted to erect any signage without the prior written consent of the Council as Landlord and Planning Authority.
- 6.22 The tenant will be required to become a member of "Marketing Southport". It has an annual Membership contribution of £250, which may increase in the future due to inflation.
- 6.23 There is no car parking with the property but loading and unloading will be permitted as long as the access to the lower promenade is not blocked
- 6.24 All other terms and conditions as contained in a Lease to be prepared by the Chief Legal and Democratic Officer.

7.0 Costs

- 7.1 The ingoing Tenant must pay the Council's professional fees, as follows:
- Surveyors Fees - 10% of the annual rent (minimum £500.00)
 - Legal Fees - £650 for preparation of the legal documentation

8.0 Submitting a Tender

- 8.1 The Council invites tenders for a Lease period of 10 years, subject to rent review and mutual break clause at the end of the fifth year of the lease, for the lock up period retail unit at **KING'S GARDENS TEA ROOMS LOWER PROMENADE SOUTHPORT PR8 1QX**
- 8.2 Tenderers are invited to fully complete the Tender Form (Appendix F) which is incorporated in this document, and which must be **returned by email only** to mike.forster@sefton.gov.uk no later than **12 NOON ON FRIDAY 26th JUNE 2026**.

KING'S GARDENS TEA ROOMS LOWER PROMENADE SOUTHPORT PR8 1QX

Please mark the title of the e-mail 'Tender Submission Confidential – King's Gardens Tea Rooms'

- (a) Only offers of fixed specific amounts will be considered.
 - (b) The Council does not undertake to accept the highest or any offer.
 - (c) The Council by the issue of these Particulars of Tender and the receipt of any and every tender pursuant thereto, declare that it is not the intention to enter into a legal relationship with or accept any contractual or other duties towards any tenderer and these Particulars of Tender and any such tender received pursuant thereto are merely an Invitation to Treat.
 - (d) Upon the submission of an offer the tenderer will be deemed to have full knowledge of all the facts relating to the property.
- 8.3 The Council wishes to let the premises known as **King's Garden Tea Rooms, Southport PR81QX** on a Ten-year lease from a date to be agreed, subject to rent review and mutual break clause at the end of the fifth year of the lease. The letting is to be by informal tender.
- 8.4 Prospective tenderers must complete and submit the Tender Form at the end of these particulars (see Appendix F) and all the questions must be answered. Tenderers must also submit a detailed proposal with their tender to include full details of the proposed use, likely food offer, proposed opening hours, proposed images / mood board of the premises and details of the proposed fit out.
- 8.5 The deadline for receipt of email tenders by the Council is no later than **12 noon on Friday 26th June 2026**.
- 8.6 The Council will only accept offers submitted on the attached Tender Form and supporting information. Any side letters or offer letters will not be considered.
- 8.7 The Council will, under no circumstances, be responsible for the payment of any surveyors, agents or solicitors' fees or commissions.
- 9.0 Additional Information & Viewing**
- 9.1 Should you have any questions in relation to the submission of your Tender, please contact Mike Forster on 07812 097107 or by e-mail at mike.forster@sefton.gov.uk
- 9.2 The premises are available to view by appointment only. The viewings are between 10am and 11am on Friday 12 June and between 2pm and 3pm on Thursday 18 June 2026. Please confirm your attendance by contacting Jayne Acaster jayne.acaster@sefton.gov.uk (Tel. 07814

313103), or Mike Forster, Interim Senior Estates Surveyor
mike.forster@sefton.gov.uk (Tel 07812 097107).

10.0 Freedom of Information Act 2000

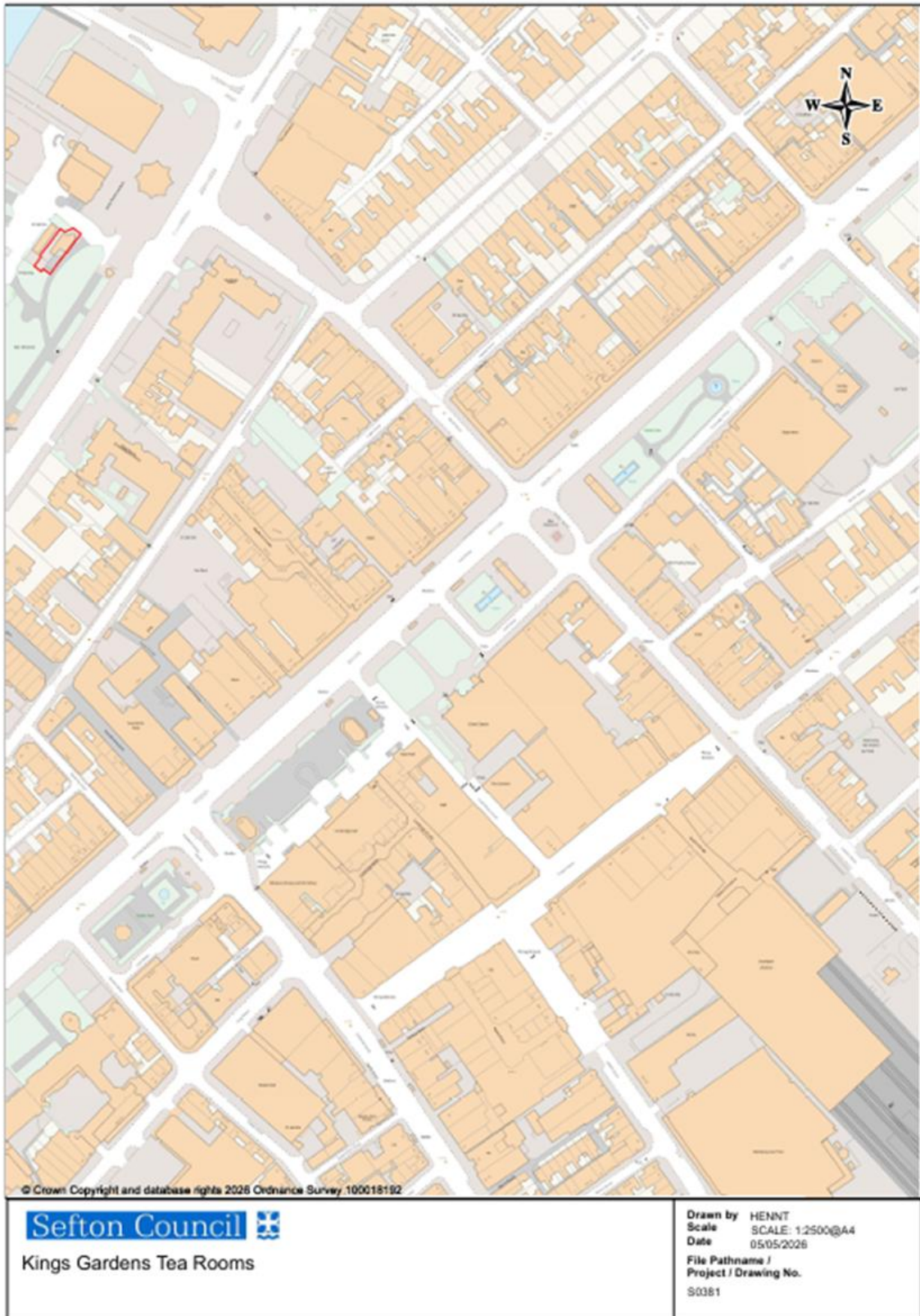
10.1 Please note that under the provisions of the Freedom of Information Act 2000, it may be a requirement for the Council to divulge information to third parties.

11.0 Form of Tender

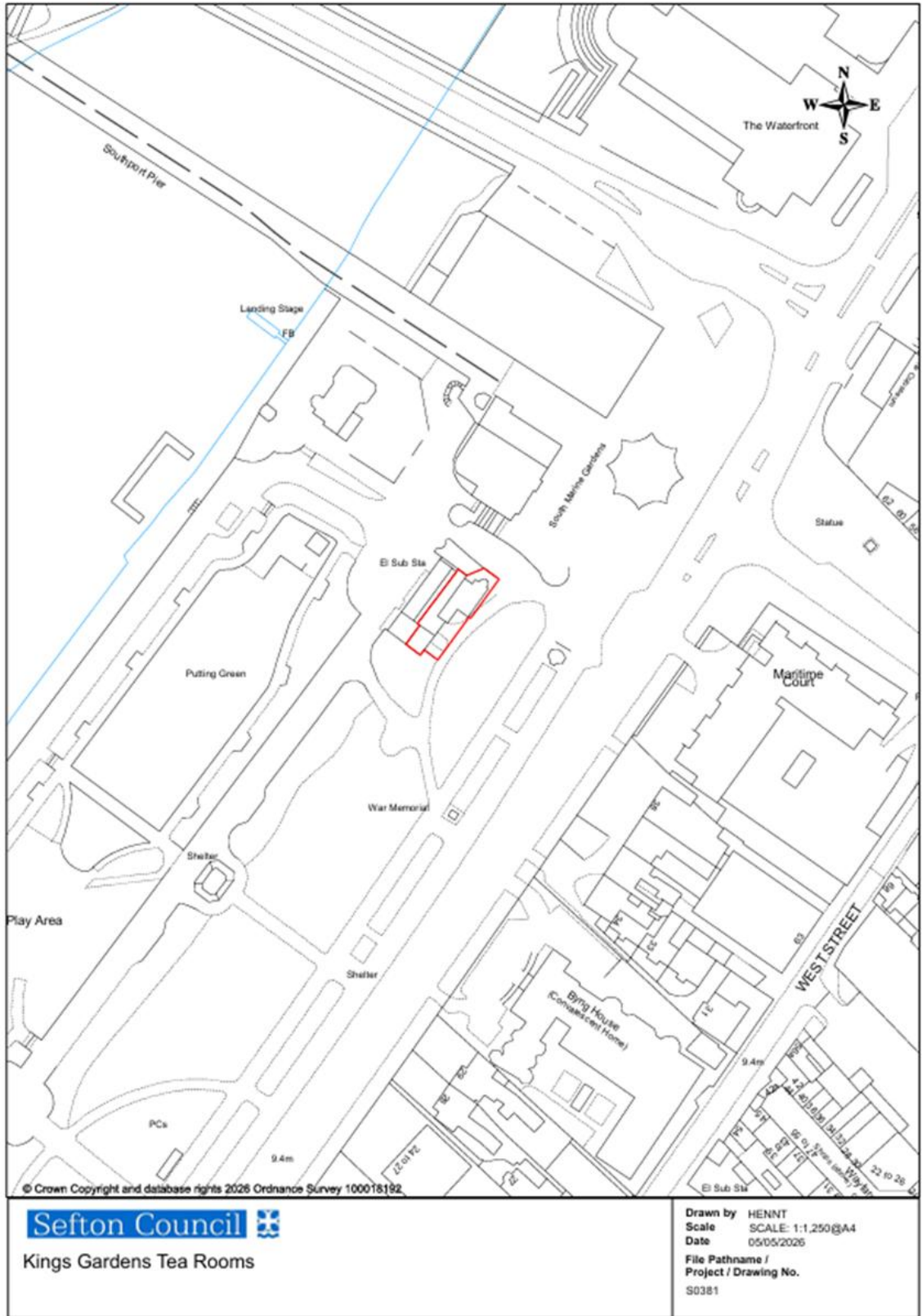
11.1 All tenders must be submitted on the Council's standard form of tender – please refer to the Tender Form at Appendix F (below).

Appendix A – Location Plans

Plan 1 - Wider Town Centre Area



Plan 2 - King's Gardens Tea Rooms, Southport – edged in Red on Plan



Appendix B – Energy Performance Certificate

Energy performance certificate (EPC)

Kings Gardens Tea Rooms Kings Gardens Promenade SOUTHPORT PR8 1QX	Energy rating D	Valid until: 21 May 2036
		Certificate number: 1001-5439-6318-5405-2836

Property type	Restaurants and Cafes/Drinking Establishments/Takeaways
Total floor area	65 square metres

Rules on letting this property

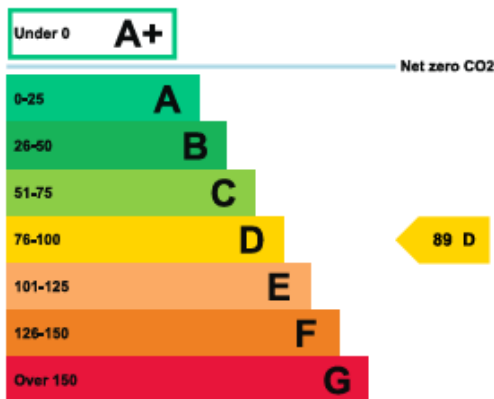
Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's energy rating is D.

Properties get a rating from A+ (best) to G (worst) and a score.

The better the rating and score, the lower your property's carbon emissions are likely to be.



How this property compares to others

Properties similar to this one could have ratings:

If newly built

31 B

If typical of the existing stock

122 E

Breakdown of this property's energy performance

Main heating fuel	Natural Gas
Building environment	Heating and Natural Ventilation
Assessment level	3
Building emission rate (kgCO ₂ /m ² per year)	145.79
Primary energy use (kWh/m ² per year)	874

Recommendation report

Guidance on improving the energy performance of this property can be found in the [recommendation report \(/energy-certificate/5627-1508-8962-4523-1255\)](#).

Who to contact about this certificate

Contacting the assessor

If you're unhappy about your property's energy assessment or certificate, you can complain to the assessor who created it.

Assessor's name	Laura Sallery
Telephone	07894 707713
Email	ianjonesnws@outlook.com

Contacting the accreditation scheme

If you're still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor's ID	EES/025489
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

About this assessment

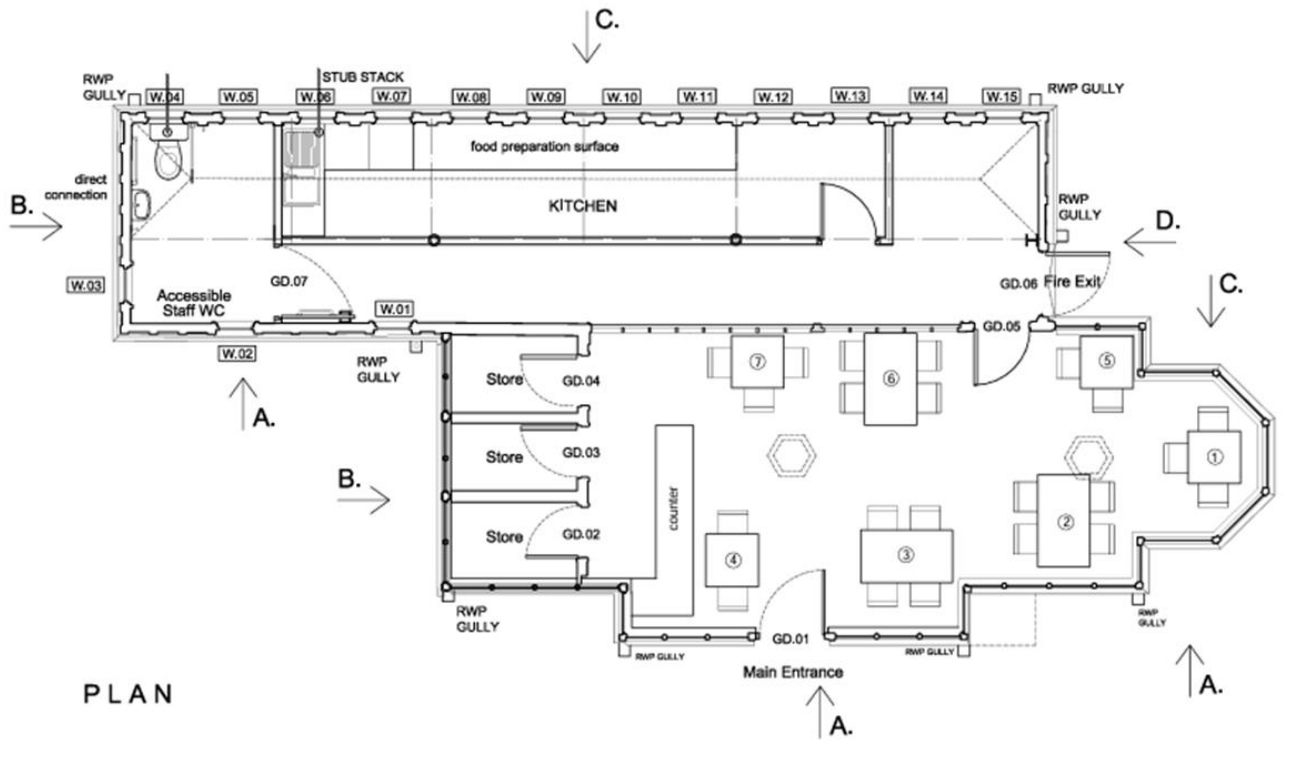
Employer	Go-Property Reports Ltd
Employer address	1 Selby Place, Berrington House, Skelmersdale WN8 8EF
Assessor's declaration	The assessor is not related to the owner of the property.
Date of assessment	20 May 2026
Date of certificate	22 May 2026

Appendix C – Lease Plan



Not to Scale

Appendix D – Building Layout Plan



Appendix E - Repair Schedule

Kings Gardens Tea Room Refurbishment

Front Room

- Hack off all contaminated plaster below bay window cill and install new dpc system as required, replaster using appropriate system (approx. 6 SM)
- Make good existing exposed floor screed to bay end of room (4.1 x 3.2 M) to receive new sheet floor vinyl, to be feathered to form flush finish with existing level of main floor tiled area. Fit new vinyl sheet flooring (Polyfloor Forrest TX Range – colour to be agreed.
- Thoroughly clean existing area of tiled flooring (4.9 x 4.0M) and seal
- Remove/refit 2No radiator covers to remove edge area of previous laminate flooring
- Remove/repair/refit 2No radiator covers
- Remove existing pink 5.50 SM /blue 7.5 SM wall panelling and thoroughly clean existing tiles below and patch repair as required.
- Open up 2No timber ceiling vents to allow ventilation and check loft insulation, install mesh grilles above to prevent debris falling through
- Rear high level timber wall cladding has been damaged due to a leak which may have been rectified previously, this will need confirming and repairing (approx. 1 SM).
- Main front door will require external face re-staining and threshold sealing externally.
- Internal door to rear room – refit/check overhead door closer and to self close
- Front Room Bay Window – Plaster Repairs, including additional M&E works, boxing in etc

Front Room 3No Store/Boiler Cupboards

- Remove existing plywood and blue wall panelling (Approx 15 SM) and thoroughly clean existing tiles below and patch repair as required.
- Thoroughly clean existing area of tiled flooring (Total 6 SM) and seal
- Ease and Adjust 3No Doors to close
- Open up 3No timber ceiling vents to allow ventilation and check loft insulation, install mesh grilles above to prevent debris falling through
- Front Room Boiler/Store Cupboard – Remove existing tiles and fit white rock wall panelling.

Rear Room/Kitchen Area

- Main floor area – Lift existing carpet tiles and vinyl up to the divide trim of the kitchen area (8.2 x 2.7 M) Prepare floor and fit new vinyl sheet flooring (Polyfloor Forrest TX Range – colour to be agreed).
- Kitchen floor area – Lift existing vinyl, prepare floor and fit new vinyl sheet flooring (2.2 x 2.7 M) (Polysafe standard flooring – colour to be agreed). New threshold fitted to toilet entrance
- Overhaul 3No kitchen base units (hinges/doors closing/drawer runners and fit new shelves)
- Supply and fit 2No End trims to the existing worktops
- Remove old and reseal all worktops and sink tops
- Window openers – 11No adjust to open/shut adequately
- External entrance door – Refit Overhead closer and to self-close

Toilet/Changing Room

- Window openers – 4 No adjust to open/shut adequately
- Toilet – Overhaul cistern and renew seat

Generally

- All areas to be thoroughly cleaned
- All internal previously painted items to be fully prepped and repainted to same colours and finishes (2 coat systems)

Internal - Flooring

- To uplift existing floor screed and dispose
- To instal new latex screed and DPM membrane

Internal - Roof

- Lay new insulation to entire loft space
- Replace rotten roof rafters x 5

Externally

- Roof to be checked for visual defects and price for removal of moss to all areas
- All gutters to be cleared and tested
- Area above internal damage to be specifically checked for remedial works as required.
- All aco-drains to be cleared around the building
- To stain all existing external woodwork as existing
- To prepare and paint all existing rainwater goods and external masonry
- Roof Leak – High Level to Rear of Front Room (Inc Loft Insulation)
- Remove decorative timber and damaged render to apex
- Replace rotten section of wallplate
- Frame and board section where render removed
- Renew decorative timbers and render to outside
- Reinstate decorative t and g boards over apex and roof to inside

Appendix F – Form of Tender

PERIOD RETAIL UNIT AT KING’S GARDENS TEA ROOMS. SOUTHPORT, PR8 1QX

Name/Company.....

Address.....

.....

Telephone Number

Mobile Number

Email

Hereby Offer the Sum Of £Per Annum (In Figures)

.....

.....Per Annum (In Words)

For A Lease of Period Retail Unit at King’s Gardens Tea Rooms, Lower Promenade, Southport, PR8 1QX for a Lease Term of 10 Years with a rent review and mutual break clause at the end of the 5th year.

Referees - Names and Addresses of two Persons who can refer to your Financial, Personal or Business status. In addition, please supply the address of your Bank, including Details of Sort Code and Account Number, who the Council will approach for a Bank Reference:

1. Reference

.....

.....

2. Reference

.....

.....

- 3. Bank name
- Sort code
- Account number
- Account name

Supporting Information

Tenderers must submit a full detailed proposal with their tender for the property. This is to include full details of the proposed use, likely food offer, proposed opening hours, proposed images / mood board of the premises and details of the proposed fit out.

Signature.....

Date.....

The Council does not bind itself to accept the highest or any Tender.
Only Offers of fixed specific amounts will be considered.

Tender forms and supporting information to be returned by email to:

mike.forster@sefton.gov.uk by 12 Noon on Friday 26th June 2026.

Emails must include In the Subject Field/Line – ‘Tender Submission Confidential – King’s Gardens Tea Rooms’