

*Offices:* 37 CHURCH STREET, SEAFORD, EAST SUSSEX, BN25 1HG

Tender Application for the right to occupy under Licence

The **Salts Café** situated on **The Salts Recreation Ground, Marine Parade, Seaford.**

***IMPORTANT:*** *Please read the Terms and Conditions included within this application, before completing the form.*

|  |  |  |
| --- | --- | --- |
| 1. | Name of Applicant |  |
| 2. | Company |  |
| 3. | Telephone |  |
| 4. | Email |  |
| **Tender Response Quality Questions** | | |
| 5. | What articles do you wish to trade in?  (as per item 9 of the enclosed conditions) |  |
| 6. | What ideas do you have to enhance the facility and maximise the number of users, both local residents and visitors? |  |
| 7. | Seaford Town Council is committed to support the Plastic Free Coastlines Campaign. Please explain how your business would look at minimising, where reasonably possible, the use of single use plastics and how you would incentivise your customers to do the same. |  |
| 8. | Are there any other notes you would like us to take into consideration with your tender? |  |

**Tender Timetable:**

|  |  |
| --- | --- |
| Tender documents available | December 2019 |
| Site visits | Wed 15th January 2020 |
| Deadline for asking questions | Fri 24th January 2020 |
| Deadline for tender return | Fri 7th February 2020 **Noon** |
| Tender award | Fri 14th February 2020 |
| Contract start | Wed 1st April 2020 |

Please contact [facilities@seafordtowncouncil.gov.uk](mailto:facilities@seafordtowncouncil.gov.uk) with any queries and to arrange site visit by Monday 13th January 2020.

**Information about the site:**

The Salts Café is situated in The Salts Recreation Ground is situated just off the seafront with free parking and within a few minutes’ walk of the town centre and bus/train routes.

The park is extremely popular with Seaford residents and visitors alike with its brand-new flood lit skate park, much used play park, outdoor gym, basketball courts and lots of open, safe play areas.

Seaford Town Council are working hard on the Salts Development Plan to further improve the park with the next project being flood lit tennis courts adjacent to the café, hopefully happening in 2020.

The park is also home to Seaford Rugby Football Club, Seaford Cricket Club, Seaford Lifeguards, Seaford Scouts and The Base. Onsite there is the Salts Café, public toilets, tennis courts, a basketball court, outdoor gym and skate park.

Seaford Town Council invites proposals and tenders for operators that will provide additional aspects that will improve the visitor experience and compliment the location.

Below is the form of tender; please ensure you have read and understood the terms and conditions contained within this application pack before completing this form.

**Form of Tender:**

I/we the undersigned hereby agree to pay the under mentioned sum(s) for a Licence to occupy the site as described above and in the location shown on the plan overleaf.

I/We understand that I/we may make an offer for a three-year licence for the years 2020, 2021 and 2022 (in which case Seaford Town Council would expect an offer totalling the cumulative amount over the three years in excess of **£54,000**).

**1. Fee Submission:**

For a three-year Licence I/we offer £                 1st year 2020

£ 2nd year 2021

£                 3rd year 2022

£                 Total

I/we agree to comply with and abide by the following Conditions of Tender, Terms and Conditions as signed below (Page 6).

**CONDITIONS OF TENDER**

* Tenderers will be based upon the location marked on the enclosed plan.
* Tenderers will be evaluated through scoring of both quality questions and financial bids.
* Tenderers should only be submitted in line with the enclosed terms and conditions; details of any proposals, variations or additions to the standard agreement should be set out in writing in another document.
* Successful Tenderers are personally responsible for putting in place their own insurances for operational, contents and liability purposes.
* Tenderers must provide details of the type of furniture or structures that are proposed as additions, as there are several authorities responsible for the foreshore areas.
* In the event of there being more than one bid for the Licence at the stated price, Seaford Town Council may require further information from the bidders in order to select an offer.
* Due to the nature of the trading locations primarily serving visitors to public open spaces, a high standard of presentation and quality of service must be maintained at all times, as well as the condition and presentation of the cafe.
* Seaford Town Council is not bound to accept the highest, or any, offer.
* **Sealed offers clearly labelled “The Salts Cafe Concessions” are to be delivered to Seaford Town Council, 37 Church Street, Seaford, East Sussex, BN25 1HG no later than 12.00 noon on Friday 7th February 2020.**

**TERMS and CONDITIONS:**

1. No contract shall exist until payment is made and a Licence has been issued.
2. A 3-year Licence shall commence on 1 April 2020 and continue until 31 March 2023.
3. The Licence payment for the first year shall be made in full upon signing the Licence. Payment for the years commencing 1st April 2021 and 2022, shall be made by no later than two weeks before the start of each year. The Licence will be terminated if payment in full is not received by the due date.
4. The Licence is to be signed within fourteen days of the acceptance of the tender by Seaford Town Council.
5. The Café is offered as a ‘shell’ with limited fixtures and fittings and mains service connections. The Licensee will be responsible for the provision of any further fittings and furniture that he requires for his business operation and will be responsible for the removal and making good of the fabric at the expiry of his licence. Any items left in situ at expiry will have to be with the consent of Seaford Town Council.
6. The Licensee shall be responsible for the payment of general rates and all other outgoings arising from the use of the Café for the purpose stated, including but not limited to Electricity, Water and Sewerage, Gas and Oil. Licensee shall also be responsible for any excess payments arising from claims made against Seaford Town Council’s insurance policies in connection with the Salts Café.
7. The Licensee shall keep the interior of the Café and Seaford Town Council’s fixtures and fittings therein and also the external doors and windows thereof in good and tenantable repair, order and condition to the satisfaction of Seaford Town Council and shall distemper, paint and varnish to the satisfaction of Seaford Town Council all such parts of the interior of the building and the external doors as have previously been distempered, painted and varnished.
8. The Licensee shall hold Seaford Town Council indemnified from and against all actions, costs, damages, claims and demands whatsoever and shall insure against any damage, loss or injury which may occur to any property or to any person by or arising out of the exercise of the rights conferred by the Licence and the Licensee shall whenever required produce to Seaford Town Council the Policy or Policies of insurance and the receipts for the payment of the current premiums. Such insurance shall provide cover for a minimum of £10,000,000.
9. The Licensee shall not without the previous consent in writing of Seaford Town Council carry on or suffer to be carried on in the Café any trade or business other than that of the retail sale of a selection of hot and cold snacks, drinks and confectionery (including ice cream, refreshments, minerals, beverages).
10. The Licensee shall not give or permit to be given any entertainment or performance in or from the Café or play any automatic machine therein or adjoining thereto.
11. No food, goods, articles or anything of any description shall be hawked on the Recreation Ground, on the Beach or on the Promenades by the Licensee or any person employed by or acting on behalf of the Licensee.
12. The Licensee shall not nor shall any person employed by or acting on behalf of the Licensee for the purpose of selling or advertising any article or of obtaining custom, tout or importune, either verbally or by the distribution of any handbills, circulars or advertisements or by the use of chimes, radio loudspeakers or any other like equipment.
13. No food, goods, articles or anything of any description shall be sold, deposited or displayed outside the Café and the rights of sale apply strictly within the Café.
14. The Licensee and all of his/her employees shall be of good behaviour in the Café and its environs.
15. The Licensee shall not hold or permit to be held any auction in or from the Café.
16. Seaford Town Council shall not be responsible for any injury, damage or loss sustained by the Licensee resulting from high seas, storm, tempest or any other cause whatsoever.
17. The site is from time to time subjected to heavy seas and sea spray and Seaford Town Council accepts no responsibility for loss of business or for the condition of the Café resulting therefrom.
18. The Licensee shall at all times comply with the Acts relating to food hygiene and the Regulations made thereunder, and to immediately comply with the requirements of the Environmental Health Officer of Lewes District Council.
19. The Licensee shall not display or permit to be displayed any advertisement on the Café other than those approved by Seaford Town Council.
20. The Licensee shall not do or permit to be done in or upon the Café or any part thereof or in the vicinity thereof anything which in the opinion of Seaford Town Council is or may become a nuisance or annoyance to Seaford Town Council or to the public.
21. The Licensee shall not install within the Building any amusement or gaming machines without first obtaining written approval from the Town Clerk.
22. The Licensee shall not assign the Licence. Trade may only be carried out on behalf of the Licensee himself/herself or by a member of his/her direct family (husband, wife, son or daughter) or by a person formally and properly employed by his/her business.
23. Where an employee is used to operate the Café on behalf of the Licensee, proof of employers liability insurance must be shown to Seaford Town Council in respect of that person and be available upon request thereafter.
24. The Licensee shall provide sufficient litter receptacles outside the Café and shall make suitable arrangements for the collection and removal of litter to the satisfaction of Seaford Town Council and shall at all times keep the site free from litter resulting from the exercise of rights conferred by this Licence.
25. No person shall reside in the Café.
26. Seaford Town Council may by seven days notice in writing revoke the Licence if at any time there shall be a breach of any of the conditions but without prejudice to the Seaford Town Council’s rights and remedies in respect of such breach.
27. The Licensee shall on the termination of the Licence deliver up the Café to Seaford Town Council in a clean and tidy condition.
28. The Licensee will be required to register in accordance with the provisions of the **Food Premises (Registration) Regulations 1991.**
29. The Licensee shall execute an agreement containing the above mentioned conditions and any other conditions Seaford Town Council may require.
30. No vehicle of any description shall be parked on the Salts Recreation Ground and no vehicle shall be driven onto the Salts Recreation Ground other than for the express purpose of the delivery of goods to the Building.
31. Seaford Town Council shall not be liable for any loss sustained by the Licensee resulting from the operation of any mobile trader on the highway or elsewhere.
32. The Licence will not infer imply or impose any obligation or duty upon Seaford Town Council to remove or otherwise prevent or take action to remove or otherwise prevent any mobile trader from operating on Seaford Town Council land without the Seaford Town Council’s consent.
33. The Licensee shall ensure that the Café is open for the service of customers during “Core Times” (between the hours of 9.00 am and 7.00 pm in the months of May, June, July, August and September and in any other month the hours between 10.00 am and 4.00 pm.) Licensee may with the prior written permission of the Town Clerk amend these opening hours.
34. The Licensee shall allow the Town Clerk and any person authorised by him or her to inspect the building on giving reasonable notice in writing (except in an emergency when no notice need be given). For emergency purposes the Town Clerk will obtain entry to the building by means of a set of keys of the Building retained in Seaford Town Council’s possession.

Name: (Please print):……………………………………………………

Company:………………………………………………………………..

Address:

Signed: ………………………………………………………… Dated: ……………………………