

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

Tender Application for the right to occupy under Licence

The Refreshment Kiosk **(Martello Kiosk)** situated on **the Esplanade adjacent to the Martello Tower, Seaford (on the seafront in 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 10 of the enclosed conditions) |  |
| 6. | Trading is assumed to be 7 days a week, core times, as detailed in Item 34 (where this is proposed to be varied please provide details) |  |
| 7. | What ideas do you have to enhance the facility and maximise the number of users, both local residents and visitors? |  |
| 8. | 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. |  |
| 9. | 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 Martello Kiosk is situated on the promenade in a primary visitor destination which experiences all year-round visitors. With its favourable seafront location and free parking, the area experiences a significant footfall both in and out of season; popular with walkers, families, anglers and water sports enthusiast. There is already a stable market in place but there is scope for the right trader to establish a further loyal customer base.

The kiosk was newly erected around 2006 and is of a glass reinforced plastic construction with a floor area of approximately 94 square feet. The Kiosk has connection for the supply only of mains water, mains drainage and electricity services.

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.

**PLEASE NOTE: The public toilets building, adjacent to the kiosk, may be redeveloped during the licence period to incorporate two food concessions with indoor seating as well as new toilets. Seaford Town Council reserves the right to give 12 months’ notice to terminate the licence from the date the construction phase commences. Every effort will be taken to mitigate any disruptions from building works.**

**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 **£44,000**).

**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.
* Tenderers may wish to consider other existing and potential concessions and traders along the seafront when submitting their tender application. For further details see enclosed spreadsheet.
* 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 kiosk.
* The Seaford Town Council is not bound to accept the highest, or any, offer.
* Sealed offers endorsed “Martello Kiosk Refreshment 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 in full and a licence has been issued.
2. The Licence payment for the first year shall be made in full upon signing the Licence. Payment for the 2021 and 2022 years shall be made by no later than 2 weeks before the start of each year. The licence will be terminated if payment in full is not received by the due date.
3. The Licence is to be signed within fourteen days of the acceptance of the tender by Seaford Town Council.
4. The Kiosk is offered as a 'shell' with mains service connections only as outlined above. The Licensee will be responsible for the provisions of any further fittings and furniture that they require for their business operation and will be responsible for the removal and making good of the fabric at the expiry of their licence. Any items left in situ at expiry will have to be with the consent of Seaford Town Council.
5. The Licensee shall be responsible for the payment of general rates and all other outgoings i.e. service charges for water and electricity arising from the use of the kiosk.
6. The Licensee shall keep the interior of the kiosk and Seaford Town Council’s fixtures and fittings therein and also the external doors and the serving hatch thereof in good and tenantable repair, order and condition to the satisfaction of Seaford Town Council and shall, paint and varnish all such parts of the interior of the kiosk and the external doors as have previously been painted and varnished in the last week of the season to the satisfaction of Seaford Town Council.
7. The Licence, a duplicate of which shall be executed by the Licensee, shall contain a covenant by the Licensee to observe and perform the following conditions and stipulations and any other conditions which Seaford Town Council may subsequently require.
8. In line with Seaford Town Council’s commitment to reduce the use of single use plastic, a water bottle refill station may be installed on one of the external walls of the kiosk during the licence period. Seaford Town Council will reimburse any extra charges incurred for additional water usage.
9. 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.
10. The Licensee shall not without the previous consent in writing of Seaford Town Council, carry on or suffer to be carried on in the kiosk any trade or business other than that of the retail sale of confectionery (including ice cream, refreshments, minerals, beverages and beach requisites) and savouries (including sandwiches, toasties and pasties etc.).
11. The Licensee shall not give or permit to be given any entertainment or performance in or from the kiosk or play any automatic machine therein or adjoining thereto.
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 kiosk, and the rights of sale apply strictly within the kiosk.
14. The Licensee and all his/her employees shall be of good behaviour on site and maintain a suitable standard of customer service and presentation at all times.
15. The Licensee shall not hold or permit to be held any auction in or from the kiosk.
16. Seaford Town Council shall not be responsible for any death, injury, damage or loss sustained by the Licensee resulting from high seas, storm, tempest or any other cause whatsoever except where such death or personal injury is caused by the negligence of Seaford Town Council.
17. Seaford Town Council shall not be liable for any other loss or damage sustained by the Licensee resulting from storm, tempest or another cause whatsoever in connection with this Licence or for the condition of the site.
18. 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 kiosk resulting therefrom.
19. 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.
20. The Licensee shall not without prior consent display or permit to be displayed any advertisement other than those on the kiosk itself. Any such advertisement must adhere to planning conditions as set out by Lewes District Council as planning authority.
21. The Licensee shall not do or permit to be done in or upon the kiosk 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.
22. The Licensee will maintain a high standard of presentation of the kiosk at all times and maintain a clean and tidy site throughout each operating day and at the end of each operating day.
23. The Licensee shall not assign the Licence or sublet. Trade may only be carried out on behalf of the Licensee themselves or by a member of his/her direct family (husband, wife, son or daughter) or by a person formally and properly employed by his or her business.
24. The Licensee shall provide sufficient litter receptacles outside the kiosk and shall make suitable arrangements for the collection and removal of litter to the satisfaction of Seaford Town Council; the Licensee is responsible for the cleanliness of the site 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 or otherwise use the kiosk for overnight sleeping.
26. Seaford Town Council may revoke the Licence by seven days’ notice in writing if at any time there shall be a breach of any of the conditions but without prejudice to Seaford Town Council’s rights and remedies in respect of such breach.
27. On the termination of the Licence, the Licensee shall hand over the kiosk to Seaford Town Council in a clean and tidy condition, and in good repair.
28. No vehicle of any description other than for the express purpose of delivery of goods to the kiosk shall be parked on or around the site, where such parking would obstruct other road users or pedestrians.
29. No vehicle of any description will be positioned or left unattended so to impede the access of any emergency services or seafront maintenance teams. Where access is required this must be accommodated in all cases.
30. The Licensee will be required to register in accordance with the provisions of the **Food Premises (Registration) Regulations 1991.**
31. Your attention is drawn to the fact that this Licence relates solely to the land described on the attached plan.
32. 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 on land which is not in the ownership of Seaford Town Council nor from the operation of any mobile trader on Seaford Town Council land who is trading without Seaford Town Council’s consent. The Licensee also acknowledges that Seaford Town Council will be issuing Licences for other Concession sites around Seaford, including the seafront.
33. 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 Seaford Town Council’s consent.
34. The Licensee shall ensure that the kiosk is open for service of customers during “Core Times” which are as follows:

* 10.00 am to 5.00 pm, 7 days a week, 1 April to 31 October
* 10.00 am to 4.00 pm, 7 days a week, 1 November to 31 March **Subject to adverse weather conditions**

The Licensee shall inform Seaford Town Council either by telephone or e-mail should the kiosk not be open for service during Core Times for any reason.

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

Company:………………………………………………………………..

Address:

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