

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

Tender Application for the right to occupy under Licence

The Mobile Concession situated on the Seaford Promenade **at the junction of Esplanade / Dane Road, Seaford**.

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

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| 1.  | Name of Applicant  |   |
| 2.  | Company  |   |
| 3.  | Telephone  |   |
| 4.  | Email  |   |
| 5.  | What articles do you wish to trade in? (as per item 12 of the enclosed conditions)  |   |
| 6. | Please give details (including dimensions) of the mobile concession unit and any other furniture. Including diagrams and pictures with this application.  |  |
| 7.  | Seaford Town Council is committed to support the Plastic Free Coastlines. Please give details how your business would look at minimising, where reasonable possible, the use of single use plastics and how you would incentivise your customers to do the same. |   |
| 8. | How will the mobile kiosk be powered?As use of a generator is NOT permitted at this site. Please provide further details |  |
| 9.  | Trading is assumed to be 7 days a week (where this is proposed to be varied please provide details)  |   |
| 10.  | Core operating times are set out in the existing conditions; (please specify if you intend on operating beyond the Core times)  |   |
| 11.  | Are there any other notes you would like us to take into consideration with your tender?     |   |

**Information about the site:**

The mobile concession is situated on the Seaford promenade (junction of Esplanade / Dane Road, Seaford) which experiences all year-round visitors. With its favourable location and free parking, popular with walkers, families, anglers and water sports enthusiasts there is already a stable market in place but there is scope for the right trader to establish a further loyal customer base.

The mobile concession site has a floor area of approximately 112 square feet. There is no electricity supply or mains water supply available at this concession site.

The Town Council declared a climate emergency in October 2019 and has been working with local community groups and volunteers to help lead the community through this change and taking important action. Due to this any new mobile concession to be placed upon Seaford Town’s promenade will not be able to use a generator of any kind to power their concession unit.

This mobile concession site licence will **not include** the sale of hot drinks, ice creams or ice lollies.

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

Other concessions are in place along the seafront two mobile Ice Cream kiosks, one at Bonningstedt Parade and one at Splash Point as well as another two fixed standing concession kiosks, one next to Martello Tower and the other on the Esplanade at the junction of West View both selling, hot & cold refreshments.

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 the 2022, 2023 and 2024 seasons (in which case the Council would expect an offer totalling the cumulative amount over the three years in excess of **£6,181.80**, which will include yearly increments).

I/we further understand that although the Council has traditionally regarded a season as starting on 1 April and ending on 31 October in each year, nevertheless there may be an option to extend the season at the discretion of the council.

|  |  |  |
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| **1. Fee Submission** |  |  |
|  For a three-season Licence I/we offer  | £  |  1st year 2022 (6 Months) |
|   | £  |  2nd year 2023  |
|   | £  |  3rd year 2024  |
|   | £  |  Total  |
| **2. Season term:**  I/we propose to start the season on  |   | (insert date)  |
|  and the season to finish on (insert date).   |

**3. Variations:** (Delete or retain the statement below as appropriate)

I/we propose variations, an alternative trade or agreement terms and have set out these variations in the attached document.

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

**CONDITIONS OF TENDER**

* Tenders can be made for three seasons.

* Tenders may specify a preferred type of refreshment / produce to be sold.

* Tenders will be based upon the location marked on the enclosed plan.

* Tenders 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.

* + 1. Successful Tenderers are personally responsible to ensure that any vehicle or trailer used by them has been approved and registered under the relevant food hygiene legislation.

* + 1. Tenderers must provide details of the type of vehicle / kiosk intended for the trading location, including dimensions. (The Council reserves the right to reject an application or cancel any indicated acceptance of tender where an inappropriate vehicle, product or advertising is used)

* + 1. Give below a brief description of the mobile kiosk which would be stationed on site, including pictures with your submitted application: -

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* + 1. In the event of there being more than one bid for the Licence at the stated price, the Council may require further information from the bidders in order to select an offer.

* + 1. Sealed offers endorsed “Refreshment Concession Promenade” are to be sent to tenders@seafordtowncouncil.gov.uk

No later than **12.00 noon on Friday 15th April 2022.**

The Successful applicant will be contacted on Friday 22nd April 2022.

* + 1. 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 mobile concession unit.

* + 1. The Council is not bound to accept the highest, or any, offer.

**TERMS and CONDITIONS:**

1. No contract shall exist until payment is made in full and a licence has been issued.
2. A three-season Licence shall commence on 1 May and continue until 31 October in year one, 2022. Then 1 April and continue to 31 October for year two and three, 2023 and 2024. [PLEASE NOTE: If an extended season is required for each of those years please set out the proposed start and end dates in your offer].
3. The Licence payment for the first season shall be made in full upon signing the Licence. Payment for the 2023 and 2024 seasons shall be made by no later than two weeks before the start of each season. The licence will be terminated if payment in full is not received by the due date.
4. The Licence to be signed within seven days of the acceptance of the tender by the Council.
5. The Licensee shall not without the previous consent in writing of the Council carry on or suffer to be carried on in the mobile kiosk any trade or business other than that of the retail sale of what is listed upon the issued licence.

1. The Licensee shall clearly display in his/her mobile kiosk the Licence obtained from the Council together with a copy of the conditions of occupancy.

1. The Licensee shall be responsible for the payment of general rates and all other outgoings arising from the use of the site.

1. The Licensee shall hold the Council indemnified from and against all actions, costs, damages, claims and demands whatsoever and shall insure in the joint names of the Licensee and the Council 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 the 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.

1. The Licensee shall not give or permit to be given any entertainment or performance in or from the mobile kiosk or play any automatic machine therein or adjoining thereto.

1. 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.

1. No food, goods, articles or anything of any description shall be sold, deposited or displayed outside the mobile kiosk, and the rights of sale apply strictly within the kiosk.

1. The Licensee and all of his/her employees shall be of good behaviour on site and maintain a suitable standard of customer service and presentation at all times.

1. The Licensee shall not hold or permit to be held any auction in or from the mobile kiosk.

1. The Council shall not be responsible for any death, injury, damage or loss sustained by the Licensee resulting from storm, tempest or any other cause whatsoever except where such death or personal injury is caused by the negligence of the Council.

1. The 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.
2. The site is from time to time subjected to heavy seas and sea spray and the Council accepts no responsibility for loss of business or for the condition of the mobile kiosk unit resulting therefrom.

1. 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.

1. The Licensee shall not without prior consent display or permit to be displayed any advertisement other than those on the mobile kiosk itself. Any such advertisement must adhere to planning conditions as set out by Lewes District Council as planning authority.

1. The Licensee shall not do or permit to be done in or upon the mobile kiosk or any part thereof or in the vicinity thereof anything which in the opinion of the Council is or may become a nuisance or annoyance to the Council or to the public.

1. The Licensee will maintain a high standard of presentation of the mobile kiosk at all times and maintain a clean and tidy site throughout each operating day and at the end of each operating day.

1. The Licensee shall not assign the Licence or sublet. Trade may only be carried out on behalf of the Licensee(s) themselves or by a person formally and properly employed by his or her business.

1. Where an employee is used to operate the vehicle or trailer on behalf of the Licensee, proof of employer’s liability insurance must be shown to the Council in respect of that person and be available on request thereafter.

1. The Licensee shall provide sufficient litter receptacles outside the mobile kiosk and shall make suitable arrangements for the collection and removal of litter to the satisfaction of the 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.

1. No person shall reside in or otherwise use the mobile kiosk for overnight sleeping.

1. The mobile kiosk to be used under the Licence shall be such as may be approved for that purpose by or on behalf of the Council and shall at all times be sited in the location marked on the Licence plan attached to the final agreement.

1. The 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 Council’s rights and remedies in respect of such breach.

1. The Licensee shall on the termination of the Licence remove the mobile kiosk and leave the concession site in a clean and tidy condition, and in good repair.

1. No vehicle of any description other than one mobile kiosk shall be stationed or parked on the site and no vehicle shall be driven on to the site other than for the express purpose of towing the kiosk to and from the site or for the delivery of goods to the kiosk.

1. No vehicle of any description will be positioned or left unattended so to impede the access of any emergency services or maintenance teams. Where access is required, this must be accommodated in all cases.

1. The Licensee will be required to register in accordance with the provisions of the **Food Premises (Registration) Regulations 1991.**

1. Your attention is drawn to the fact that this Licence relates solely to the land described on the attached plan.

1. The 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 the Council nor from the operation of any mobile trader on Council land who is trading without the Council’s consent. The Licensee also acknowledges that the Council will be issuing Licences for other Concession sites around Seaford.

1. The Licence will not infer imply or impose any obligation or duty upon the Council to remove or otherwise prevent or take action to remove or otherwise prevent any mobile trader from operating on Council land without the Council’s consent.

1. The Licensee shall ensure that the mobile kiosk is open for service, during the high season, May to September for customers during “Core Times” (between the hours of 10.00 am and 4.00 pm) during the term of the licence. The Licensee shall inform the 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: ……………………………