

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

Tender Application for the right to occupy under Licence

The site for a **Mobile Concession** situated at **South Hill Barn, Chyngton Way, 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?  If by use of generator, Seaford Town Council would expect a quality standard of generator to be used.  Please provide further details | ‘ |
| 9. | Trading is assumed to be 7 days a week in high season and at licensee discretion in low season  (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 South Hill Barn trading location is situated within the Court Yard of South Hill Barn in the centre of the 274 acre Seaford Head Estate. Forming a well-known viewpoint popular with walkers, a loyal customer base already exists. With free parking for over 50 vehicles and situated centrally within this popular breath-taking landscape the location would suit an operator trading in hot & cold food and drink and/or Ice Cream.

With its easy access, free parking and offering unrivalled views and natural landscape this location provides unlimited potential and scope for growth in the coming years.

Seaford Town Council have introduced seating and picnic tables within the grassed car parking area, which will help to support potential businesses; the Council invites proposals and tenders for operators that will provide additional aspects to improve the visitor experience and compliment the location.

From time to time South Hill Barn will be used for event bookings through Seaford Town Council and the mobile kiosk licence holder will be expected to work with event organisers.

Toilet Hire, for one portable toilet, will need to be arranged and maintained by the mobile kiosk licence holder as part of the tender.

Please be advised that this site has been ‘Opted into Tax’ since 1st February 2022 meaning that the Council must add on VAT @ 20% to the winning tender figure.

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 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 **£9,272,** which will include yearly increments).

I/we further understand that in the year of 2022 the licence will start from 1st May for 11 months. In the years of 2023 & 2024 the licence will start from 1st April for 12 months.

|  |  |  |
| --- | --- | --- |
| **1. Fee Submission:** |  |  |
| For a three-year Licence I/we offer | £ | 1st year 2022 (11 Months) |
|  | £ | 2nd year 2023 |
|  | £ | 3rd year 2024 |
|  | £ | Total |

**2. 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 and Conditions as signed below (Page 7).

**CONDITIONS OF TENDER**

* + Tenders can be made for three years.

* + Tenders may specify a preferred type of refreshment / produce to be sold (for example solely an Ice Cream Kiosk or Hot and Cold Food and Drink)

* + Tenders will be based upon a single trading space at the location marked on the enclosed plan; the final agreed location may be dependent on the proposed kiosk.

* + 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 – South Hill Barn” are to be sent to;[**tenders@seafordtowncouncil.gov.uk**](mailto: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. Any proposed trade is expected to be in keeping with the natural location and existing visitor base, if the offer includes a van housing any motor or engine for the refrigeration etc, the offer should include, at Note 3 above, sufficient information to demonstrate that such motor/engine will not constitute a nuisance and that it will comply with all or any relevant Regulations and/or Byelaws.

* + 1. No sanitary facilities are available at this concession site location, apart from the porta toilet facility provided by the licence holder.

* + 1. Due to the nature of the trading location 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.

* + 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 year Licence shall commence on 1 May and continue until 31 March in year one, 2022. Then 1 April and continue to 31 March for year two and three, 2023 and 2024.
3. The Licence payment for the first year shall be made in full upon signing the Licence. Payment for the 2023 and 2024 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 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 kiosk any trade or business other than that of the retail sale of Hot & Cold Food and Drink and/or the sale of confectionery, ice cream, refreshments, minerals, fruit.

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 kiosk, and the rights of sale apply strictly within the mobile 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.

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 employers 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 car park in a clean and tidy condition.

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 mobile kiosk to and from the site or for the delivery of goods to the mobile 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: ……………………………