*HAPPISBURGH PARISH COUNCIL*

Tender Application for the right to occupy under Licence

If you wish to tender for this work with any other vehicle apart from an ice cream van please fill in the form as per below and the Parish Council will consider your application. Currently the Parish Council believes that there is only opportunity for one trading vehicle on the site

The site for a self- powered **Mobile Ice Cream van** situated on the Beach Road Car Park, Happisburgh

***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 |  |
| 5. | What articles do you wish to trade in?(as per item 4 in Terms and Conditions) |  |
| 6. | Please give details (including dimensions) of any van |  |
| 7. | Trading is assumed to be 7 days a week (where this is proposed to be varied please provide details) |  |
| 8. | Core opening times are 10.00am to 5.00 pm; (please specify if you intend on operating beyond the Core times) |  |
| 9. | Are there any other notes you would like us to take into consideration with your tender? |  |

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 2023 summer season

**1. Fee Submission:**

For a one-season Licence I/we offer £

PLEASE NOTE THAT IF THE RAMP IS CLOSED FOR MORE THAN ONE WEEK THE PARISH COUNCIL WILL CONSIDER A REBATE ON THE RENT ENTIRELY IN LINE WITH TURNOVER YEAR ON YEAR COMPARISON WITH THE PAY AND DISPLAY MACHINE INCOME

**2. Season term:**

I/we propose to start the season on (insert date)

and the season to finish on (insert date).

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

**CONDITIONS OF TENDER**

* Tenders can be made for the core season of 1st April to 31st October or to include an extended season(s).
* Tenders will be based upon a single trading space on the Beach Road car park (location to be agreed)
* 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.

2 Tenderers must provide details of the type of vehicle / van 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)

3 Give below a brief description of the vehicle which would be stationed on site:-

 ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

4 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.

6 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 van

7 The Council is not bound to accept the highest, or any, offer. The Parish Council will be using the following scoring Criteria:

|  |  |
| --- | --- |
| **Subject Area** | **Score** |
| Price  | 60% |
| Comparable Experience, Expertise & Capacity | 10% |
| Locality and Sustainability | 30% |
| DBS received | Pass / Fail |
| Insurance | Pass/Fail |
| Health and Safety (risk assessment delivered) | Pass / Fail |
| Freedom of Information Act 2000 (given by PC to tenderer) | For Information Only |
| Food Safety and Hygiene Certificate | Pass/ Fail |

The Parish Council has resolved that if the Car Park or Ramp is closed, or if there is a full lockdown due to the C-19 pandemic, for each full week of closure or lockdown the Parish Council will reimburse the tenderer 1/10th of the price of the full contract. This is only applicable during the 6-week school holiday period 22 July to 5 September.

**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 season shall be made in full upon signing the Licence. Payment for the 2022 season shall be made by no later than four weeks before the start of each season. The licence will be terminated if payment in full is not received by the due date.
3. The Licence to be signed within fourteen days of the acceptance of the tender by the Council.
4. The Licence will authorise the Licensee to enter upon and station on the site a mobile van for the retail sale of ice creams and the additional sale of confectionery and soft drinks.
5. 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.
6. The Licensee shall not without the previous consent in writing of the Council carry on or suffer to be carried on in the van any trade or business other than that of the retail sale of ice cream and the ancillary sale of confectionery and soft drinks.,
7. The Licensee shall not give or permit to be given any entertainment or performance in or from the van or play any automatic machine therein or adjoining thereto.
8. 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.
9. No food, goods, articles or anything of any description shall be sold, deposited or displayed outside the van, and the rights of sale apply strictly within the van.
10. 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.
11. The Licensee shall not hold, or permit to be held any auction in or from the van.
12. The 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 the Council.
13. The Council shall not be liable for any other loss or damage sustained by the Licensee resulting from storm or another cause whatsoever in connection with this Licence or for the condition of the site.
14. 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 at North Norfolk District Council
15. The Licensee shall not without prior consent display or permit to be displayed any advertisement other than those on the van itself.
16. The Licensee shall not do or permit to be done in or upon the van 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.
17. The Licensee will maintain a high standard of presentation of the van at all times and maintain a clean and tidy site throughout each operating day and at the end of each operating day.
18. The Licensee shall not assign the Licence or sublet. Trade may only be carried out on behalf of the Licensee himself or by a member of his or her direct family (husband, wife, son or daughter) or by a person formally and properly employed by his or her business.
19. Where an employee is used to operate the van 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.
20. The Licensee shall provide sufficient litter receptacles outside the van 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.
21. No person shall reside in or otherwise use the van for overnight sleeping.
22. The mobile van 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 as near as possible to the concrete retaining wall on the northern boundary of the site and removed from the site at the end of each day’s trading.
23. 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.
24. The Licensee shall on the termination of the Licence remove the van and leave the car park in a clean and tidy condition.
25. No vehicle of any description other than one mobile ice cream van shall be stationed or parked on the site
26. No vehicle or van of any description will be positioned or left unattended so to impede the access of any emergency services. Where access is required this must be accommodated in all cases.
27. The Licensee will be required to register in accordance with the provisions of the **Food Premises (Registration) Regulations 1991.**
28. 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.
29. 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.
30. The Licensee must demonstrate efforts to recycle and use recyclable materials wherever possible / practical

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

Company:

Address:

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