



## TO LET BY INFORMAL TENDER ICE CREAM CONCESSION MARINE DRIVE CAR PARKS, SOUTHPORT

Property and Facilities Management  
Second Floor Magdalen House  
30 Trinity Road Bootle L20 3NJ

**PARTICULARS OF TENDER**  
**ICE CREAM AND SOFT DRINKS MARINE DRIVE CAR PARKS. SOUTHPORT**

Any Tenderer owing money to the Council on the closing date for receipt of tenders, will not have their tender considered.

Tenders are invited for a Licence to retail ice cream and soft drinks from two sites (two vehicles) at Marine Drive Car Parks, Southport, as marked 'A' and 'B' on the attached plan for three summer seasons from 01 April 2020 to 30<sup>th</sup> September 2022. Sales at these locations are to be conducted from mobile vehicles or stands, the design and type of which must meet with the Council's approval. Tenderers shall provide the registration number of the vehicles together with proof of ownership and insurance cover for each.

In 2018 Sefton Council passed a motion to reduce the use of single use plastics (SUP) in order to protect our coastal environment from contamination.

To comply with the subsequent SUP Strategy, throughout the Licence period, the sale or free provision of the following single use plastics by Licensees will be strictly prohibited:

Plastic straws,  
Plastic cutlery,  
Plastic tubs, cups and lids  
Plastic bags of any size

Biodegradable alternatives from sustainable sources should be procured in their place by the Licensee.

The Licensee should seek to minimize material waste and ensure their waste is legally collected (the Council may seek evidence of this through its enforcement powers and this may be extended to concessions being determined if not complied with). When materials are offered to the public the Council will require the Licensee to prioritize the adoption of materials that are biodegradable and/or from sustainable sources. This is particularly important when considering the issuing of food and beverages for consumption. Where this is not available the Licensee will be required to evidence their search attempts. The issue of cost is not a sufficient reason for not adopting a workable biodegradable / sustainable materials strategy.

The Licensee is also required to make provision for the return of waste/wrapping materials provided for safe disposal and/or recycling.

The Licensee should also be aware that Sefton Council has passed a motion that declares a Climate Emergency. This declaration commits the Council to have net-zero carbon emissions by 2030.

Given the Council's desire to achieve net-zero-carbon emissions by 2030, there is an expectation that the Licensee should minimize emissions from its business.

The concession shall be operated from static sites. The Council reserves the right to amend the locations if conditions dictate. The concession shall not operate from the highway.

There are ice cream concessions on Southport Beach, Southport Pier, the Eco Centre, to the rear of the McDonalds on Ocean Plaza, Lakeside Miniature Railway, Princes Park, Kings Gardens and Pleasureland. The Heritage Centre is allowed to sell ice cream from the premises.

There are a number of Special Events planned for the Town during the period of the Licence. The Council reserves the right on these days to place additional catering outlets in the area over and above the sites referred to in this concession without payment of any compensation

**PROPERTY AND FACILITIES MANAGEMENT**

to the tenderer.

Allowances should be made by the tenderer for all the eventualities detailed when submitting the financial bid in the tender. Upon the submission of a tender, the tenderer will be deemed to have full knowledge of all the facts relating to the concession.

**Please note that following a recent Tribunal case brought by HMRC, which stipulated that concessions of this nature attract VAT, the Council will be required to charge VAT on the Licence fees tendered.**

Tenderers must have the finance available and be in a position to take up the Licence if such is offered by the Council. Any tenderer not complying with this requirement may prejudice his right to be considered for a concession in future years.

The Council shall only consider the highest bid offered from a tenderer at his known address to prevent the submission of multiple bids. Sub-letting is not allowed. The Council will take action against the Licensee for any breaches of covenant.

### **TERMS AND CONDITIONS FOR THE LICENCE**

1. The Licence shall be for a period of three summer seasons commencing from 1 April 2020 to 30 September 2022. Each season shall run from 1 April or Good Friday whichever is the earlier and end on 30<sup>th</sup> September.
2. Prior to commencement of the Licence, the Licensee will be required by the Council to have complied with the following:-
  - a) to have paid 30% of the Licence fee tendered for 2019 plus VAT;
  - b) to have returned the Licence duly signed;
  - c) to have paid the Council's costs incurred in the preparation of the Licence, amounting to £1500.
  - d) to have provided evidence of appropriate insurance cover

Until such time as these conditions have been met, the Licensee will not be permitted to trade from the site.

3. The remainder of the Licence fee shall be payable by equal instalments on 1 June and 1 August in 2020 and in three equal instalments on 1 April 1 June and 1 August in each of the following seasons

4. Failure to pay the licence fee on the due dates, or any other breaches of covenant, will result in the Licence being determined forthwith.
5. The vehicles shall be of a type and construction and in such position as shall be determined by the Council, subject to amendment at its discretion, upon service of reasonable Notice, without payment of any compensation.
6. The vehicles shall be used solely for the sale of ice cream and soft drinks and for no other purposes whatsoever.
- 6b. The sale or free provision of single use plastics such as plastic straws, cutlery, tubs, cups, lids and bags are strictly prohibited. Ideally, any plastic packaging on products should where possible be removed at the point of sale and retained and disposed of by the Licensee. The Licensee shall provide for the return of waste/wrapping materials for safe disposal and/or recycling.
7. The Licensee shall co-operate with officers employed by the Council, in the interests of the management of Marine Drive Car Parks.
8. The Licensee shall observe and conform to all Bye-Laws, Rules, relevant Acts and Statutory Regulations in force (see the details in this Tender setting out the Mobile Food Trader responsibilities and guidelines on subsequent pages).
9. The Licensee shall be responsible for keeping the vehicles and surrounding area clean and tidy to the Council's reasonable satisfaction.
10. The Licensee shall be responsible for the daily removal of all trade and other rubbish providing additional waste receptacles where necessary.
11. The Licensee shall ensure that the sites are kept free of oil deposits, by providing drip trays under the vehicles. The Licensee shall be invoiced for the cleansing of any spillages.
12. The vehicles shall be removed from the park at the close of trade each evening.
13. The Licensee shall be responsible for the payment of VAT, business rates, taxes and any other outgoings in respect of his occupation of the site.
14. The Licensee shall insure the vehicles against fire, Third Party, Public Liability or other risks arising out of or in connection with the use, maintenance or working of the vehicle and shall produce to the Council the policy of insurance and receipts for payment of premiums prior to commencement of the Licence.
15. The Licensee shall insure for Products and Public Liability and provide evidence of such insurance cover before commencement.
16. The Licensee shall be required to park in the positions detailed on the plan or as amended by a Council Officer.
17. The Licensee shall ensure that any persons employed by him shall at all times be neatly and suitably attired and fully conversant with and qualified under the appropriate legislation.

18. The Licensee shall indemnify the Council against all claims, actions, losses, damages, injuries, costs and liabilities which may arise from his use thereof and shall provide evidence of cover prior to commencement.
19. The Licensee shall not tout or suffer any touting, nor cause any obstruction or nuisance to users of the Car Park.
20. The Licensee shall not transfer the benefit of this Licence or any part thereof. Subletting of the concession will not be permitted.
21. The Licence may be immediately terminated by the Council in the event that the tenderer makes any false statement in the application form submitted for this tender or any document enclosed with it.
22. All other terms and conditions to be those contained in a Licence to be drawn up by the Chief Legal and Democratic Officer. The Licence will contain the terms set out in the Specimen Form of Licence set out in the next section. The Licensee shall be required to sign a Licence based upon this Specimen Form of Licence before the concession commences.

## **SPECIMEN FORM OF LICENCE**

This is the specimen form of Licence referred to in paragraph 22 above.

### **SPECIMEN FORM OF LICENCE**

#### **CONSENT**

#### **TO RETAIL ICE CREAM AND SOFT DRINKS**

**DURING THE PERIOD FOR THREE SUMMER SEASONS FROM 1 APRIL 2020 UNTIL 30<sup>TH</sup> SEPTEMBER 2022 AT SITES A AND B MARINE DRIVE CAR PARKS SOUTHPORT AS SHOWN ON THE ATTACHED PLAN**

<b>DATE</b>	2020
<b>THE COUNCIL:</b>	<b>THE METROPOLITAN BOROUGH COUNCIL OF SEFTON</b> of Magdalen House 30 Trinity Road Bootle Merseyside L20 3NJ
<b>THE TRADER:</b>	[ ]
<b>TRADER'S ADDRESS:</b>	[ ]
<b>THE SITE:</b>	Land at Sites A and B, Marine Drive Car Parks Southport [the precise boundaries of which shall be deemed by the Council from time to time]
<b>THE TENDER</b>	Means the tender submitted by the Trader to the Council for this Licence
<b>OTHER FOOD OUTLETS</b>	Means the other refreshment outlet(s) (if any) within the Site that have been identified by the Council in the Council's Invitation to the Trader to submit the Tender
<b>SPECIAL EVENTS</b>	Means any special show or event to take place in or around the Site in accordance with the published programme of the Council's Head of Tourism Any reference to the "duration" of the Special Events means the time over which the Special Events are held which shall be determined by the Council's Head of Tourism/ Head of Coast and Countryside and includes a reasonable period to be determined by the Council leading up to the Special Events in addition to duration of the Special Events themselves.
<b>LICENCE PERIOD:</b>	Three summer seasons commencing 1 April 2020 and expiring 30th September 2022
<b>LICENCE FEE:</b>	£ per season plus VAT
<b>PERMITTED USE:</b>	Sale of ice cream and soft drinks
<b>THE VEHICLES:</b>	Means two mobile vehicles {or a portable stand} of such a type and design
<b>THE COUNCIL'S COSTS</b>	Means the sum of £1,500
<b>THE PAYMENT DAYS:</b>	Following an initial payment of 30% of the Licence Fee, the remainder of the Licence fee shall be payable by equal instalments on 1 June and 1 August in 2020 and by three equal instalments on 1 April 1 June and 1 August in each of the next two summer seasons.
<b>LEGISLATION:</b>	Means all Acts, statutory instruments, regulations, by-laws, rules, regulations and policies made by the Council and codes of good practice for the time being applicable to the sale and preparation of food, health and safety, employment, the condition and use of the Vehicle, the placing of the Vehicle on the Site or any other matter pertaining to the use of the Vehicle of the carrying on of the Permitted Use including, without prejudice to the generality of the foregoing the Food Safety Act 1990, Food Safety and Hygiene (England) Regulations 2013, the Food Safety and Hygiene (England) Regulations 2013, the Food Information Regulations 2014, the Health and Safety at Work Act 1974 and the Town and County Planning Act 1990
<b>LIABILITIES</b>	Means all and any liabilities, loss damage claims actions injuries costs proceedings or demands whatsoever which may in any way arise or be occasioned either directly or indirectly out of the licence hereby granted, including, without prejudice to the generality of the foregoing, the carrying on of the Permitted Use
<b>INSURANCE</b>	Means the following policies of insurance effected with a reputable insurer being a member of the Association of British Insurers upon such terms and for such sums as the Council shall approve: <ul style="list-style-type: none"> <li>· Insurance of the Vehicles against fire third party or other risks arising out of or in connection with the use maintenance or working of the Vehicles and:</li> </ul>

	<ul style="list-style-type: none"> <li>· Public Liability Insurance and</li> <li>· Employers Liability Insurance, and</li> <li>· Any other insurance required by law</li> </ul>
<b>ROA74</b>	Means the Rehabilitation of Offenders Act 1974 and all statutory modifications or re-enactments thereof for the time being in force and any regulations made thereunder.
<b>SPENT CONVICTION</b>	Means any conviction that is 'spent' for the purposes of the ROA74
<b>UNSPENT CONVICTION</b>	Means any conviction that is 'unspent' for the purposes of the ROA74
<b>OPERATIVE</b>	Means a person whom the Licensee engages, utilises, hires or employs in connection with the carrying on of the Permitted Use and the expression 'Operative' includes the Trader.
<b>ROLE</b>	Means the duty, job, work, post, function or role that an Operative carries out in respect of the Permitted Use.
<b>DECLARATION</b>	Means a statutory declaration in the form set out in the schedule to this Licence.
<b>UNAPPROVED OPERATIVE</b>	Means an Operative who has either: <ul style="list-style-type: none"> <li>· not executed a Declaration; or</li> <li>· has Unspent Convictions but those Unspent Convictions have not been disclosed to the Licensor under paragraph 21 of Schedule 1 below; or</li> <li>· has Unspent Convictions which have been disclosed to the Licensor under paragraph 21 of Schedule 1 and the Licensor considers (having regard to all relevant circumstances) that the Operative is not a fit and proper person to undertake the Role of the Operative.</li> </ul>
<b>NOMINATED OFFICER</b>	Means the Head of Tourism for the time being of the Council
<b>ENGAGE</b>	To 'engage' an Operative means to employ, hire, or utilize an Operative in connection with the Permitted Use.

1. The Council **HEREBY LICENCES AND AUTHORISES** the person identified as "the Trader" whose name and address appears above to place the Vehicles upon the Sites for the Permitted Use on the terms hereinafter contained during each year of the Licence Period except for the duration of the Special Events

2. IN consideration of the above Licence the Trader **AGREES** with the Council as follows:-

(a) in each year of the Licence Period to pay the Licence Fee (plus VAT if applicable) to the Council without deduction as follows:-

(i) in respect of the first year of the Licence Period, 30% of the Licence Fee is to be paid on the signing of this Licence, 35% on 1 June 2020 and 35% on 1 August 2020. In subsequent seasons the Licence Fee shall be payable in three equal instalments on 1 April 1 June and 1 August.

(b) To observe and perform the obligations set out in the Schedule to this Agreement

3. **IT IS AGREED** as follows:-

(i) The Council will not be liable for any loss or damage whatsoever which may occur or be occasioned to any stock goods or other property of the Trader which may be placed on the Site nor for any loss or injury whatsoever nor for any inability to make use of this Licence through stress of weather wind tide or otherwise nor through any strike or lockout of any employees of the Council nor by reason of any closure to the public of the Site or any part thereof or of the access thereto

(ii) If the payment of the Licence Fee or any other payment by the Trader under this agreement shall not be paid on the date fixed for payment under this agreement (whether formally demanded or not) or if the Trader shall fail or neglect to perform or observe any of the terms and conditions on his part to be observed and performed or if the Council discovers that the Trader has made any false statement in the Tender then it shall be lawful for the Council determine this agreement immediately by delivering to the Trader or sending by recorded delivery to his last known address or by delivering or posting on the Vehicle seven days' notice in writing under the hand of the Solicitor of the Council of the Council's intention to determine this agreement and thereupon this agreement shall cease and determine but without prejudice



to any right of action of the Council in respect of any branch of the Trader's agreements herein contained.

- (iii) *The Council may terminate this agreement immediately if the Trader shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or having forborne to do any action in relation to the obtaining or execution of this agreement or the Trader commits any offence under the Bribery Act 2010 or Section 117 of the Local Government Act 1972 or like acts by any person on the Trader's behalf or the Trader has made any false statement in the Tender.*
- (iv) *If this Licence or the rights granted hereby shall determine for any reason whatsoever whether under the preceding clause or otherwise then any part of the Licence Fee (plus VAT, if applicable) still unpaid shall immediately become due and payable and under no circumstances shall the Council become liable to make any concession or refund or pay any compensation to the Trader in respect of the Licence Fee or any part thereof*
- (v) *The benefit of this Licence is personal to the Trader and is not assignable and the rights granted by this Licence may only be exercised by the Trader and his employees*
- (vi) *In this Licence where the context so admits words importing one gender shall include any other gender and words importing the singular shall include the plural and vice versa and where the Trader comprises more than one person the covenants by the Trader herein contained shall be deemed to be joint and several*
- (vii) *The words and expressions set out in the table at the beginning of this Agreement have the meanings that are assigned to them, unless the context in which they are used indicates otherwise*
- (viii) *The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement*
- (ix) *The Council shall be free to exercise any function duty or discretion it has as a Local Authority (for example as a planning authority, trading standards or environmental production authority) freely as it thinks fit notwithstanding that it is a party to this agreement*
- (x) *To avoid doubt, this Agreement does not create any interest other than a personal relationship of licensor and licensee between the Council and the Trader*
- (xi) *There is reserved to the Council the right to maintain or permit or allow Other Food Outlets within the Site without payment of compensation to the Trader*
- (xii) *There is reserved to the Council the right to maintain or permit or allow other retail outlets selling food refreshments and other items for the duration of the Special Events without payment of compensation to the Trader.*

*IN WITNESS of which the Solicitor for the Council has signed the original of this agreement and the Trader has signed a counterpart of this agreement on the date first written above*

#### **SCHEDULE 1**

##### **(Obligations of the Trader)**

1. *To pay all business rates, VAT, taxes and other outgoings which may be payable by reason of the exercise of this agreement*
2. *To use the Vehicles only the for Permitted Use*
3. *To observe and comply with all Legislation and to permit inspection by the Council or any person authorised by it of the Vehicles or any part of it at any time as may be necessary to ensure the performance of this obligation*
4. *To obey all directions of the Council conveyed by the Council's duly authorised Officers*
5. *To comply with the requirements of the Council's duly authorised officers in the management of Marine Drive Car Parks*



6. *To keep the Vehicles and the area surrounding the same clean and tidy to the reasonable satisfaction of the Council*
- 6b. *The sale or free provision of single use plastics such as plastic straws, cutlery, tubs, cups, lids and bags are strictly prohibited. To provide for the return of waste/wrapping materials for safe disposal and/or recycling.*
7. *Not to leave any oil or other deposits on the Sites and where necessary provide drip trays under the Vehicles to prevent such deposits and clean any deposits of oil from the Vehicles*
8. *To provide receptacles for the collection of rubbish and to make arrangements at his own expense for the daily removal of all trade and other refuse*
9. *At all times during the Licence Period to maintain effective Insurance and to produce to the Council the Policies of Insurance from time to time on demand and receipts for payment of the premiums thereunder when required to do so and to apply all monies received from insurance towards settlement of the claim in respect of which the payment was made*
10. *To be solely liable for and indemnify and keep indemnified the Council against all Liabilities, to the extent that the law allows*
11. *Not to use the Site or the Vehicles in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Council or to adjoining or neighbouring property or to the owners occupiers or users of such adjoining or neighbouring property or to members of the public*
12. *To remove the Vehicles from the Site at the close of trade each evening at such time that the Council may from time to time direct*
13. *To ensure that any persons employed by the Trader shall at all times be neatly and suitably attired*
14. *To vacate the Site at the end of the Licence Period and to leave the Site in a condition satisfactory to the Council and on failure to do so the Council may itself restore the Site and recover the cost thereof from the Trader*
15. *Not to tout for business or suffer any such touting whatsoever and in no way to cause nuisance or annoyance disturbance or obstruction to the users of the Site or any neighbouring land*
16. *To keep the Vehicles clean, hygienic, well maintained and roadworthy and taxed and insured as required by law*
17. *Not to exercise the rights granted by this Licence outside of the Licence Period*
18. *To ensure all foodstuffs are not exposed to blowing grit or sand*
19. *To pay the Council's Costs of £1,500 on the signing of this Agreement*
20. *To comply with the Food Hygiene and Safety Regulations set out in the Appendix.*
21. *The Licensee must:*
  - (a) *Not Engage any Unapproved Operative at any time during the Licence Period;*
  - (b) *Not Engage an Operative if the Operative has not properly executed a Declaration;*
  - (c) *Ensure that all Operatives properly execute a Declaration and consent to the disclosure of Unspent Convictions and the Declaration to the Nominated Officer;*
  - (d) *Retain all Declarations for safe keeping;*
  - (e) *Upon request by the Nominated Officer (and within 5 Working Days of such request) to permit the Nominated Officer to:*
    - a. *Inspect the Declarations of all Operatives;*
    - b. *Take a copy of any Declaration.*
  - (f) *If an Operative (or potential Operative) discloses an Unspent Conviction to the Licensor to;*

- a. *Notify the Nominated Officer in confidence;*
  - b. *Provide the Nominated Officer with the Declaration and details of the Operative's Role (or proposed Role);*
  - c. *Provide the Nominated Officer with such other information as it shall be reasonable for the Nominated Officer to require to consider the suitability of the Operative for the Role;*
  - d. *Obtain the prior written approval of the Nominated Officer to the Engagement of the Operative.*
- (g) *The Council and Nominated Officer shall treat any information supplied under this clause 21 in confidence unless otherwise required by law.*

**SCHEDULE 2**

**FORM OF DECLARATION OF UNSPENT CONVICTIONS**

1.....<sup>1</sup>of.....<sup>2</sup>

Do solemnly and sincerely declare as follows:-

- *My date of birth is.....*
- *My place of birth is.....*
- *The statements in paragraphs 1 and 2 below apply to any type of offence.*

1. *I do not have recorded against me any convictions which are not 'spent' within the terms of the Rehabilitation of Offenders Act 1974.*

a. OR

2. *I have been convicted of an offence or offences and I list below every offence of which I have been convicted - including the date of the offence, the place that the offence was committed and the sentence imposed by the Court. I am not required to include those that are 'spent' within the terms of the Rehabilitation of Offenders Act 1974.<sup>3</sup>*

<i>Date</i>	<i>Court</i>	<i>Offence</i>	<i>Sentence or Order of the Court</i>

<sup>1</sup> *Insert full name in block capitals.*

<sup>2</sup> *Insert current address, including postcode in block capitals.*

<sup>3</sup> *Please delete whichever option does not apply and initial the deletion.*


**AND I MAKE THIS SOLEMN DECLARATION** conscientiously believing the same to be true by virtue of the Statutory Declarations Act 1835 and section 5 of the Perjury Act 1911.

.....Signature

DECLARED AT .....

This .....day of .....201...

## **MOBILE FOOD TRADER - RESPONSIBILITIES AND GUIDELINES**

### **FOOD SAFETY**

Premises must be registered with Environmental Health at least 28 days before opening. The food business must be registered with the Local Authority in which it is situated. However mobile premises need to be registered with the Local Authority where the vehicle(s) are kept. It is an offence to carry out a food business without registration. A food premises registration form can be obtained from your local Environmental Health Department.

The most important pieces of food hygiene legislation that apply specifically to food businesses are:

- Regulation (EC) No. 853/2004 on the hygiene of foodstuffs
- The Food Safety and Hygiene (England) Regulations 2013

Together, these set out the basic hygiene requirements for all aspects of the business, from the premises and facilities to the personal hygiene of staff. They also include temperature control requirements and the requirement to put in place 'food safety management procedures' and keep up to date records of these. There are packs available for small businesses to assist in putting in place a food safety management procedure. These packs have been produced by the FSA and developed in partnership with business and Local Authorities – 'Safer Food Better Business'. The pack can be downloaded and printed via [food.gov.uk/sfbb](http://food.gov.uk/sfbb)

Food businesses must also comply with the General Food Law Regulation (EC) No.178/2002 and the General Food Regulations 2004.

These Regulations lay down the general principles and requirements of food law and matters of food safety. These say that you must make sure that the food you place on the market is not unsafe, which means that it should not be harmful to people's health or unfit for people to eat. If food is described as suitable for people with a particular food allergy or intolerance, (such as nut free or gluten free), then you should consider the possible risks for that group. For example, if you were preparing food for a customer needing a nut free diet, food could be considered to be harmful to their health if it contained nuts. These Regulations also include important responsibilities on food businesses with regards to traceability and product withdrawal and recall.

The Food Safety Act 1990 also has important rules on food safety which must be complied with.

### **ALLERGENS**

As a food business, you must follow the allergen information rules set in EU Food Information for Consumers Regulation (EU FIC). This means that you must:

- provide allergen information to the consumer for both pre-packed and non-prepacked food or drink
  - handle and manage food allergens adequately
- You also need to make sure that your staff is trained about allergens. Further information available on [www.food.gov.uk](http://www.food.gov.uk)

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## **FOOD HANDLING AND MANAGEMENT**

### **Training**

It is a requirement that all food handlers undergo training or instruction in food hygiene matters. The level of training may vary but must be commensurate with food handling activities undertaken. All food handlers should have the Level 2 Foundation Food Hygiene Certificate.

### **Food Contamination**

- ✓ Only food preparation and sale can take place in the van or stall
- ✓ Open food must be kept off the floor
- ✓ Cooked and raw food must be separated
- ✓ When kept in a refrigerator make sure cooked or ready to eat food is stored above raw food
- ✓ All open food must be kept covered
- ✓ Food should be covered with lids that can be washed
- ✓ Fresh food and waste food must be kept apart
- ✓ No pets or animals should come into a food van or stall
- ✓ Food must be protected against coughing and sneezing.
- ✓ Wrapping must be clean and stored in a clean cupboard. Newspaper must not be used for wrapping food.

### **Temperature Control of Food**

a) Foods which are likely to support the growth of pathogenic bacteria or formation of toxins must be kept at a temperature below 8°C.

b) Cooked food to be sold hot should be kept at or above 63°C.

### **Recommended Temperatures**

Refrigerators 1-5°C  
Freezers -18°C

You should ensure that the storage facilities are sufficient for the amount of stock you need to keep.

- ✓ Food which is cooked or reheated should achieve an internal temperature of 75°C for 30 seconds to ensure that bacteria are destroyed.
- ✓ A suitable thermometer should be used to enable monitoring of temperatures of both hot and cold foods. The temperature readings should be taken and written down along with name of the person responsible for the readings.
- ✓ The probe must be calibrated periodically using ice water.

### **PERSONAL HYGIENE**

- ✓ All persons must wash their hands regularly and keep themselves and their protective over-clothing (aprons etc) clean.
- ✓ Persons suffering from food poisoning, diarrhoea, vomiting, skin infections or wounds must not work in any food handling area.
- ✓ Clean and washable protective over-clothing and head wear must be worn by food handlers. Outdoor clothing or shoes should not be stored on the van or stall.

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- ✓ Clean waterproof dressings must be used to completely cover any cuts and abrasions on hands and forearms. Blue plasters which are clearly visible are recommended.
- ✓ Smoking or spitting should not be allowed whilst handling open food or near open food to prevent any risk of contaminating the food.

## **GENERAL HYGIENE PROVISIONS**

- ✓ Bandages and waterproof plasters must be available at all times.
- ✓ Cleaning must be carried out regularly and thoroughly and always at the end of each period of trading. Anti-bacterial cleaners to be used where appropriate.
- ✓ When food is prepared at home the same standards of hygiene and cleanliness will apply. You may need to register your home address as a food business and have your kitchen inspected. You should contact your local Environmental Health Department to discuss this.

## **LAYOUT AND FITTINGS**

### **Construction**

- ✓ Floors should be finished with non-slip waterproof material, ideally without joints. The edges should be sealed and rounded to make cleaning easy.
- ✓ Walls and ceilings must be smooth and easily cleaned. Joints must be sealed and kept to minimum. Walls may be clad with a plastic type material.
- ✓ Stainless steel sheeting provides a good surface behind fryers or similar cooking appliances.
- ✓ There should be no ledges and dirt traps.
- ✓ Cupboards should be painted so that they can be thoroughly cleaned. Gloss paint is the best finish.
- ✓ Work surfaces and shelving should have no gaps, be joint free and hard wearing. Stainless steel or formica material with rounded front edges are best. Alternatively, a metal edge should be fitted.
- ✓ Bare wooden edges must be sealed.
- ✓ Tiled work surfaces or shelves or 'fablon' should be avoided.
- ✓ The design and construction of the premises must prevent access for pests. Any infestation must be dealt with immediately. Environmental Health Officers have powers to close any premises where an infestation poses an imminent risk to health.

### **Washing Facilities**

- ✓ There must be separate washing facilities for equipment and hands.
- ✓ Plastic bowls and flasks of hot water are unsuitable in catering units.
- ✓ Hand washing facilities should be purpose made and properly installed with hot and cold running water or appropriately mixed connected to a drainage system. Soap and disposable towels must be provided.
- ✓ A double bowl unit is recommended to ensure proper and hygienic washing up. However, where only knives, servers, tongs, etc. are washed one bowl is enough. Detergent and disinfectants must be used. Disposable towels and cloths should be used and tea towels avoided.

### **Water Supply**

- ✓ There should be an adequate supply of wholesome water to ensure that foodstuffs are not contaminated.

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- There should be hot and cold water to both wash hand basin and wash-up sinks. Hot water should be around 80°C
- Units can be brought which use heat from the engine of the van to provide a hot water supply.
- The supply should be connected directly to the sinks and basin.
- At least 5 gallons of cold water and 3 gallons of hot water should be available.
- Make sure that hot water does not spill from the boiler when the van is moving.
- Water storage containers should be thoroughly cleaned and disinfected before filling.

## **Waste**

- Bins with tight fitting lids and disposable liners should be used inside the van or stall.
- There should be a bin outside for litter.
- Washing-up water or any other waste liquids should be piped to sealed containers not to the ground outside the van or stall. Such liquids must not be discharged into road gullies/drains or onto the ground without the relevant permissions from the water company or the Environment Agency. Or, it is likely that this disposal may need to be done at your own business premises. Failure to dispose of waste liquids correctly could leave you liable to prosecution.

## **Equipment**

- Keep all equipment clean and in a good state of repair.
- Clean behind appliances such as cookers and fridges and make sure they are properly fixed.
- Arrange the equipment so that the van or stall is not cramped and can be cleaned easily.
- Wooden equipment such as cutting boards must not be used, plastic boards are required.
- Make sure that all areas next to cookers are heat resistant.

## **Ventilation**

- Vans and stalls used for cooking tend to get hot, so you must have proper ventilation.
- It may be advisable to have some form of mechanical ventilation.
- Frying ranges should be ventilated directly through the ceiling or wall behind the appliance.
- Canopies above cookers should be stainless steel without open seams and grease and dirt traps.
- Vents discharging heat and fumes should be raised to at least 300mm above the roof and should not let water in.
- Ceiling vents will allow hot air to escape but wall vents are also needed to allow fresh air to enter.
- Make sure the vents are fly and insect proof.

## **HEALTH AND SAFETY**

### **General**

The business must comply with the requirements under the Health and Safety at Work etc. Act 1974 and all associated Health and Safety Regulations and guidance and in addition to



this all rules and regulations, Codes of Practices relating to Safety conditions for all the types of activity being operated.

### **Risk Assessment**

Ensure that suitable and sufficient Risk Assessments (for all activities) carried out by the business are undertaken and regularly reviewed. All employers and self-employed persons are required to assess the risks to workers and any others that may be affected by their undertaking. Employers with five or more employees must also record the significant findings of that Assessment.

Management of Health and Safety at Work Regulations 1999, Regulation 3(1)

### **Safety Policy**

Ensure that the business has a written safety policy statement. Where there are five or more employees a written statement of general policy with respect to Health and Safety must be provided and revised as often as appropriate. The Health and Safety policy statement should set out how you manage Health and Safety in your organisation. It is a unique document that shows who does what, and when and how they do it.

Health and Safety at Work etc .Act 1974, Section 2(3)

### **Accident Reporting**

Ensure that the business complies with the Accident Reporting Regulations; 'The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 specify that prescribed injuries, diseases and dangerous occurrences must be notified/reported to the relevant Enforcing Authority.

The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995

### **Standards**

The CIEH National Guidance for Outdoor and Mobile Catering sets out standards for both food safety and health and safety. This document is available from the CIEH, Chartered Institute for Environmental Health, Chadwick Court, 15 Hatfields, London SE1 8DJ tel. 020 7928 6006 or contact them through website [www.cieh.org](http://www.cieh.org)

- ✓ Employers must ensure that working conditions are safe from risk and staff are properly trained and protected.
- ✓ Both employers and the self-employed must make sure that the public and customers are not at risk from their business.
- ✓ Employees must not risk their own safety or their colleagues and they must follow their instructions.

### **Liquefied Petroleum Gas (LPG or Propane)**

The use of bottled gas Liquefied Petroleum Gas (LPG) i.e. propane or butane installations used in catering vehicles and stalls for cooking and water heating gives rise to special risks when fitting. Further details can be found in the CIEH National Guidance for outdoor and mobile catering – Annex 1, Safety Checklists on page 33.

## **Electrics**

All electrical wires and connections must be safe. All installations must be undertaken by a competent electrician. For advice please refer to guidance CIEH National Guidance for Outdoor and Mobile Catering – Annex 1, safety checklists on pages 34-35.

- ✓ The installation of gas appliances, flues, pipe work, valves, etc. must be undertaken by a competent person and should comply fully with all relevant British Standards.
- ✓ Regular maintenance and examination of the installation should be carried out including leak testing using soapy water. Naked flames must never be used.
- ✓ Generators used to provide electricity must be placed so that exhaust gases blow away and must be distanced from any gas container or appliance. Large amounts of petrol must not be carried and any storage of petrol must be in proper containers away from materials that can burn.
- ✓ Everyone working in catering vans or stalls must be trained on the hazards of LPG and action to be taken in the event of an emergency. Instructions in the changing of cylinders and safe use of appliances must be given.
- ✓ Cylinders must never be changed in the vicinity of a source of ignition, especially whilst smoking.

## **FIRE PRECAUTIONS**

- ✓ Clear written instructions must be displayed inside the vehicle explaining what to do in the event of fire or gas leakage.
- ✓ A fire blanket should be provided, especially where frying is undertaken.
- ✓ A dry powder fire extinguisher of 9kg capacity should be provided in a position which is easy to get to and near to the door of the van or stall.
- ✓ The door to the vehicle or stall should be free from obstruction and easily opened.
- ✓ Where people eat food on the vehicle, extra fire escapes and fire precautions may be needed.
- ✓ Advice on this and other fire precaution matters should be sought from the Fire Prevention Officer at the local Fire Service Headquarters.

## **REGULATOR, AUTO-CHANGEOVER DEVICES AND MANIFOLDS**

- ✓ These devices must not be located within the catering unit; they should be fitted within the ventilated compartment.
- ✓ All such devices must be clearly marked with the manufacturer's name, date of manufacture and direction of flow.

## **IMPORTANT NOTES**

**It is the Licensee's responsibility to ensure that these standards are complied with on all vehicles.**

**Failure to comply with these standards for the vehicle will result in consideration by the Council's Environmental Protection Section of the instigation of legal proceedings with a view to prosecution.**

**Further details can be obtained from Terry Wood on 0151 934 4301 or Karen Beer on 0151 934 4023.**

**Upon receipt of a tender, the tenderer will be deemed to have understood his obligations in these respects and agrees to comply with the standards required.**

## **INVITATION TO TENDER**

The Council invites tenders for a Licence for three summer seasons from 1 April 2020 expiring on 30 September 2020 to retail ice cream and soft drinks from two vehicles on Sites A and B Marine Drive Car Parks Southport as marked on the attached plan. Tenderers are invited to fully complete the attached Tender Form which must be returned to Property and Facilities Management, 2nd Floor, Magdalen House, 30 Trinity Road, Bootle, L20 3NJ not later than **12 NOON ON WEDNESDAY 18TH MARCH 2020**.

- (a) Only offers of fixed specific amounts will be considered.
- (b) The Council does not undertake to accept the highest or any offer.
- (c) The Tender Forms must be returned fully completed, sealed and delivered to Property and Facilities Management through the post or by hand on the Ground Floor at Magdalen House, Bootle, where a member of staff will note the date and time of receipt.
- (d) Tender envelopes must not be left on the counter nor handed in to any other Department of the Council.
- (e) Tender envelopes delivered after the stipulated closing date, either by post or by hand, cannot be considered.
- (f) Tender envelopes must not bear any indication of the identity of the tenderer by way of postal franking or otherwise.
- (g) The Council by the issue of these Particulars of Tender and the receipt of any and every tender pursuant thereto, declare that it is not the intention to enter into a legal relationship with or accept any contractual or other duties towards any tenderer and these Particulars of Tender and any such tender received pursuant thereto are merely an Invitation to Treat.
- (h) Upon the submission of an offer the tenderer will be deemed to have full knowledge of all the facts relating to the concession.

### **MISREPRESENTATION ACT 1967**

These particulars do not constitute, nor constitute part of, an offer or contract. Statements herein are made without responsibility on the part of the Council, its Officers or Agent and shall not be relied on as representations of fact. Neither the Council, its Agent nor Officers make or give nor has any Officer authority to make or give any representation or warranty whatever in relation to the concession. Any intending tenderer must satisfy himself by inspection or otherwise as to the correctness of the statements contained therein.

Please note that under the provisions of the Freedom of Information Act 2000 it may be a requirement for the Council to divulge information relating to tenders to third parties.

## **REHABILITATION OF OFFENDERS ACT 1974**

With the Tender form you must submit a Statutory Declaration in the form enclosed in which you must disclose any convictions which are not '**spent**' or state that you have no recorded '**spent**' convictions. The Rehabilitation of Offenders Act 1974 provides that after a certain lapse of time convictions are to be regarded as 'spent'. A tenderer need not disclose 'spent' convictions for the purposes of submitting their tender. Sentences of imprisonment exceeding 30 months duration can never be regarded as 'spent' and must be disclosed however long ago they were imposed. Examples of some of the periods of time which must elapse in other cases before the conviction becomes spent are set out below.

Sentence	Time that must pass
Over 6 months imprisonment but under 30 months	10 years
Under 6 months imprisonment	7 years
A fine	5 years
Conditional discharge: bound over	1 year or the period of discharge or bound over, whichever is the longer
Probation	5 years
Absolute discharge	6 months
Cashiering, discharge with ignominy, or dismissal with disgrace from HM Services	10 years
Dismissal from HM Services	7 years

The periods of time that must elapse in other cases before a conviction becomes spent vary a lot depending on the type of offence and on other circumstances. It may, for example, be extended due to the commission of other offences.

**If you have a past offence and you are unsure whether or not it is spent, or if you require any further explanation of the Rehabilitation of Offenders Act 1974 you are recommended to obtain independent legal advice. The Council cannot give advice to tenderers on these matters.**

### **CONSIDERATION OF PAST OFFENCES.**

If a tenderer discloses a conviction that does not necessarily mean that the Council will reject the tender or, if rejected, prevent the tenderer from being considered for similar tenders in future. However, the convictions are a matter that the Council will take into account when determining whether the tenderer is a fit and proper person to accept a concession Licence. The following are examples of offences the Council may take into

account although the Council may take other types of offences into account: offences concerning trading standards or food hygiene; sexual offences; drug related or violence offences; dishonesty offences; traffic offences. The Council will only take offences into account if they are relevant. The Council may invite a tenderer to an interview to discuss any convictions disclosed, however it is not obliged to do so. The decision as to whether a tenderer is a fit and proper person to accept a concession Licence shall be determined by the Council.

#### **STATUTORY DECLARATION.**

**The Council requires each tenderer to complete and submit with this Tender a Statutory Declaration in the form attached. The declaration should be sworn before a Solicitor and submitted to the Council with the Tender.**

**TENDER FORM**

**ICE CREAM CONCESSION SITES A AND B MARINE DRIVE CAR PARKS SOUTHPORT**

NAME/COMPANY NAME .....

ADDRESS.....

.....

TELEPHONE NUMBER .....

MOBILE NUMBER.....

E-MAIL.....

HEREBY OFFER THE SUM OF £ ..... PER SEASON (IN FIGURES)

£.....

.....PER SEASON (IN WORDS)

**FOR A LICENCE TO RETAIL ICE CREAM AND SOFT DRINKS FROM 2 VEHICLES ON SITES 1 AND 2 BETWEEN 1 APRIL 2020 FOR THREE SUMMER SEASONS UNTIL 30<sup>th</sup> SEPTEMBER 2022 AT SITES A AND B MARINE DRIVE CAR PARKS, SOUTHPORT. VAT IS PAYABLE IN ADDITION TO THE RENTAL OFFERS**

**REFEREES - NAMES AND ADDRESSES OF TWO PERSONS WHO CAN REFER TO YOUR FINANCIAL, PERSONAL OR BUSINESS STATUS. IN ADDITION, PLEASE SUPPLY THE ADDRESS OF YOUR BANK, INCLUDING DETAILS OF SORT CODE AND ACCOUNT NUMBER, WHO THE COUNCIL WILL APPROACH FOR A BANK REFERENCE:**

1. ....

.....

2. ....

..... 3.

.....

.....

**IMPORTANT REMINDER - HAVE YOU ENCLOSED THE STATUTORY DECLARATION CONCERNING THE REHABILITATION OF OFFENDERS ACT 1974?**

YES

NO



**PLEASE SUPPLY DETAILS OF THE VEHICLES TO BE USED WHEN OPERATING THE CONCESSION TOGETHER WITH REGISTRATION NUMBERS:**

**MAKES AND TYPES.....**

**REGISTRATION NUMBERS.....**

**SIGNATURE .....**

**DATE .....**

**THE COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST OR ANY TENDER.**

**ONLY OFFERS OF FIXED SPECIFIC AMOUNTS WILL BE CONSIDERED.**

**TENDER FORMS AND SUPPORTING INFORMATION TO BE RETURNED TO PROPERTY AND FACILITIES MANAGEMENT, 2<sup>nd</sup> FLOOR, MAGDALEN HOUSE, 30 TRINITY ROAD, BOOTLE, L20 3NJ BY 12 NOON ON WEDNESDAY 18<sup>TH</sup> MARCH 2019.**

**NO INDICATION OF THE IDENTITY OF THE TENDERER MUST BE GIVEN ON THE TENDER ENVELOPE.**

# THE METROPOLITAN BOROUGH COUNCIL OF SEFTON

## STATUTORY DECLARATION

**(In support of a tender for an ice cream concession Sites A and B  
Marine Drive Car Parks, Southport)**

1.....<sup>4</sup>of.....  
.....<sup>5</sup>

Do solemnly and sincerely declare as follows:-

- ✓ My date of birth is.....
- ✓ My place of birth is.....
- ✓ The statements in paragraphs 1 and 2 below apply to any type of offence.

3. I do not have recorded against me any convictions which are not 'spent' within the terms of the Rehabilitation of Offenders Act 1974.

a. OR

4. I have been convicted of an offence or offences and I list below every offence of which I have been convicted - including the date of the offence, the place that the offence was committed and the sentence imposed by the Court. I am not required to include those that are 'spent' within the terms of the Rehabilitation of Offenders Act 1974.<sup>6</sup>

Date	Court	Offence	Sentence or Order of the Court

<sup>4</sup> Insert full name in block capitals.

<sup>5</sup> Insert current address, including postcode in block capitals.

<sup>6</sup> Please delete whichever option does not apply and initial the deletion.


**AND I MAKE THIS SOLEMN DECLARATION** conscientiously believing the same to be true by virtue of the Statutory Declarations Act 1835 and section 5 of the Perjury Act 1911.

.....

Signature

DECLARED AT .....

This .....day of .....2019

## EXPLANATORY NOTES ON THE REHABILITATION OF OFFENDERS ACT 1974

*This Act provides that after a certain lapse of time convictions for criminal offences are to be regarded as 'spent'. When submitting a tender for an ice cream concession you need not disclose 'spent' convictions. Sentences of imprisonment exceeding 30 months can never be treated as spent and must be disclosed in this declaration however long ago they were imposed. Some of the periods of time which must pass in other cases before a conviction becomes spent are listed below.*

<i>Sentence</i>	<i>Time that must pass</i>
<i>Over 6 months imprisonment but under 30 months</i>	<i>10 years</i>
<i>Under 6 months imprisonment</i>	<i>7 years</i>
<i>A fine</i>	<i>5 years</i>
<i>Conditional discharge: bound over</i>	<i>1 year or the period of discharge or bound over, whichever is the longer</i>
<i>Probation</i>	<i>5 years</i>
<i>Absolute discharge</i>	<i>6 months</i>
<i>Cashiering, discharge with ignominy, or dismissal with disgrace from HM Services</i>	<i>10 years</i>
<i>Dismissal from HM Services</i>	<i>7 years</i>

*The periods of time that must elapse in other cases before a conviction becomes spent vary a lot depending on the type of offence and on other circumstances. It may, for example, be extended due to the commission of other offences.*

***If you have a past offence and you are unsure whether or not it is spent, or if you require any further explanation of the Rehabilitation of Offenders Act 1974 you are recommended to obtain independent legal advice.***

# SITE PLAN

