



PROPERTY AND FACILITIES MANAGEMENT

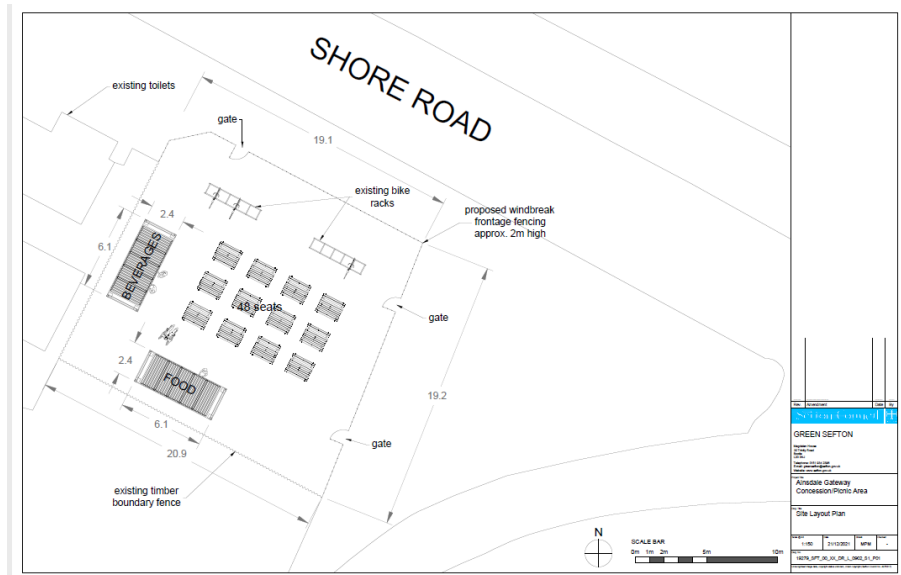
TO LET BY INFORMAL TENDER, Temporary Pop-up Food & Drink Concession, Picnic Area, Shore Road, Ainsdale.

PARTICULARS OF TENDER

TEMPORARY POP-UP FOOD & DRINK CONCESSION, PICNIC AREA, SHORE ROAD, AINSDALE.

Tenders are invited for a Licence to provide a pop-up food and drink café concession with outside seating for up to 60 people selling hot and cold food, hot and cold drinks and alcoholic drinks from the location shown on the attached plan for the period 1st April 2024 to 30th September 2026. The sale of ice cream and ice lollies will not be permitted due to alternative concessions in the area.

The designated area in the picnic area off Shore Road is subject to planning permission conditions for two 20ft x 8ft converted shipping containers as a kitchen and staff welfare facilities and the option of a roof top seating. A separate wooden pergola seating area will also be allowed with fairy lights in the picnic area plus wooden planters/ fencing and polycarbonate windbreaks and umbrellas to provide shelter from the sun, wind and rain. See below site plan for layout of site submitted for planning permission by the Council in December 2021 reference DC/2021/02843



Please Note: there may be an option to use the existing units on site for at least the first season and tenderers should make clear if their bid will differ depending on whether using own units or existing units.

Prior to the installation of shipping containers on the site a check for reptiles must be undertaken to confirm the absence of Protected Species. If any protected species are found on site then work must cease and advice must be sought from an ecologist. And a 2m boundary strip of the picnic area shall be left uncut and retained as a natural buffer.

The concession will be a temporary pop-up concession running from the 1st April to the 30th September and will operate within this timeframe for no longer than 180 days per season during the hours of 10am to 8pm each day to respect local neighbours, wildlife and visitors to Ainsdale. The Council will not be held responsible for any damage caused to the applicant's property or activities. At the end of each day the area covered by the concession will be made safe and secure and the licensee will insure against all liability during the term of the agreement.

Alcohol sales – need to apply for a premises licence under the Licensing Act 2003

Recorded Music - no licence permission is required for any playing of recorded music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500 and must be sensitive to the area as adjacent to a Local Nature Reserve/ Site of Special Scientific Interest

Live Music - subject to application for a premises licence as music was not included in the planning application

Insurance - The Licensee shall be required to take out and provide copies of 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:

- Insurance of the Containers/ Seating /Fencing/ Vehicle against fire third party or other risks arising out of or in connection with the use maintenance or working of the Container/ Seating /Fencing / Vehicle and:
- Public Liability Insurance and
- Employers Liability Insurance, and
- Any other insurance required by law

Litter and Waste - The Licensee will need to clear all waste at the end of each day and undertake a litter pick around their site within a 250m radius at the end of trading each day. Disposal of trade waste must be undertaken in accordance with the relevant requirements – skips on site are for Council operations only.

Toilet Provision - The Licensee shall provide portable toilets for use by the staff. They shall be responsible for the installation, cleaning, maintenance, security and removal of the same from the site upon the termination of the Licence. Public toilets are available to visitors on site.

Site Security - The Licensee shall be responsible for the security of the site and shall liaise with the Green Sefton Rangers and Police on such matters. Overnight security should be considered for the site due to the open aspect of the site. Should a key be provided each season for access to the site it must be returned to the Council at the end of each season. The barriers must be kept locked at all times to prevent unofficial access to the site.

Indemnities - The Licensee shall indemnify the Council against 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. The Licensee shall be required at their own cost to obtain all approvals, licences and other permissions from any Local Authority or other statutory body in respect of the site being used by customers and employees to consume food, hot and cold drinks and alcoholic drinks. This includes any by-laws and codes of good conduct for the sale and preparation of food and sale of alcohol and planning regulations.

There are no existing utilities to the site so electricity, water and waste disposal will be the responsibility of the Licensee.

Reinstatement - Prior to the expiry of the Access Period each year the Licensee will reinstate the Property and restore the Property to, so far as reasonably practicable, its state and condition immediately prior to the use of the land. (by reference to the pre-entry photographs taken in advance and attached to this Licence)

Mobile Food Trader Responsibilities and Guidelines - The Licensee shall be required to adhere to all aspects of the Mobile Food Trader Responsibilities and Guidelines as appended to the Licence.

Risk Assessments - The Licensee shall also be required to provide Risk Assessments for the setting up, daily operation and removal of the equipment from the site.

Costs - The Licensee shall be required to pay the Council's costs incurred in the preparation of the Licence in the sum of £1,000 and any additional or future costs/ taxes for operating such a concession including business rates.

Other Terms and Conditions - All other terms and conditions to be as per the Licence to be drafted by the Council's Chief Legal and Democratic Officer

Tenderers should also be aware that parking charges are payable in these areas. The tenderer should make allowances for this when submitting a tender.

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There are mobile 'on beach' hot food concession (no alcohol) and ice cream, cold drinks and snacks concession and it is advisable to liaise with other concessionaires to ensure offers do not interfere.

The concession shall be operated from static sites. The Council reserves the right to amend the locations if conditions dictate.

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

There are a number of Special Events planned 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 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 their right to be considered for a concession in future years.

The Council shall only consider the highest bid offered from a tenderer at their 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.

In the first year if the concession does not start on site on the 1st April there will be a proportional adjustment to the yearly fee.

The tenders will be scored based on 60% tender price and 40% on added value/ quality of the proposed offering. The best tender price per year will receive the full 60% and the added value/ quality score will be assessed based on the responses to the following questions scored out of a maximum of 5 per questions by two Council Officers. A maximum of 10 pages

of A4 supporting documentation can be provided to support your tender.

As part of your proposal please answer the following questions:

Question 1 – Please outline your proposed concession offering including photos and sample menus and how this will benefit Ainsdale and the surrounding area? (To be scored 0 to 5)

Question 2 – Please outline what added community value your proposal will bring to the local area and benefit the local environment, wildlife and residents? (To be scored 0 to 5)

Question 3 – Please outline how the proposals will support employment and training opportunities within Sefton? (To be scored 0 to 5)

Question 4 – Please outline how the proposals will support the Council's goal to tackle Climate Change in Sefton? (To be scored 0 to 5)

Single Use Plastics

Across England, it is now illegal to sell or supply many types of single use plastic. Any Tenderer should pay attention to and be guided by Government Guidance here:

Straws and Stirrers ban (2020)

<https://www.gov.uk/guidance/straws-cotton-buds-and-drink-stirrers-ban-rules-for-businesses-in-england>

Single-use plastics ban (2023)

<https://www.gov.uk/guidance/single-use-plastics-ban-plates-bowls-trays-containers-cutlery-and-balloon-sticks>

These national policies sit alongside a Sefton Council ban on single use plastics in all our mobile food and drink concessions across Sefton. Throughout the Licence period, the sale or free provision of the following single use plastics by Licensees will be strictly prohibited.

- Plastic straws/stirrers
- Plastic cutlery
- Plastic/ Polystyrene tubs, cups and lids

- Plastic bags of any size

Suitable alternatives from sustainable sources should be procured in their place by the Licensee. A Single Use Plastics Supplementary Guidance to Mobile Food/Drink Concessionaires document has been produced by the Councils Energy Team and a copy of the same is provided with this Tender Pack. Prospective Concessionaires should refer to this prior to submitting their tender bid.

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.

TERMS AND CONDITIONS FOR THE LICENCE

1. The Licence shall be from the 1st April 2024 to 30th September 2026.
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 annual Licence fee tendered plus VAT;
 - b. to have returned the Licence duly signed;

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- c. to have paid the Council's costs incurred in the preparation of the Licence, amounting to £1,000.
 - d. to have provided evidence of appropriate insurance cover/ food and drink licence and risk assessments.
 - e. 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 as follows each year: 35% on the 1st June and 35% on the 1st August.
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 onsite vehicles and containers shall be of a type and construction and in such position as shall be determined by the Council and comply with the planning permission for the site, subject to amendment at its discretion, upon service of reasonable Notice, without payment of any compensation.
6. The vehicles and containers shall be used solely for the stated concession and for no other purposes whatsoever.
7. 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.
8. The Licensee shall co-operate with officers employed by the Council, in the interests of the management of Ainsdale Beach and Nature Reserve.
9. 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).

10. The Licensee shall be responsible for keeping the vehicles and surrounding area clean and tidy to the Council's reasonable satisfaction.
11. The Licensee shall be responsible for the daily removal of all trade and other rubbish providing additional waste receptacles where necessary.
12. 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.
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 and containers 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 area around the concession.
20. The Licensee shall not transfer the benefit of this Licence or any part thereof. Sub-letting 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

TEMPOARY POP-UP FOOD & DRINK CONCESSION. AINSDALE PICNIC AREA

DURING THE PERIOD FROM 1st APRIL 2024 UNTIL 30th SEPTEMBER 2026 at PICNIC AREA, SHORE ROAD, AINSDALE, AS SHOWN ON THE ATTACHED PLAN

DATE	2024
THE COUNCIL:	THE METROPOLITAN BOROUGH COUNCIL OF SEFTON of Magdalen House 30 Trinity Road Bootle Merseyside L20 3NJ
THE TRADER:	[_____]
TRADER'S ADDRESS:	[_____]
THE SITE:	Picnic Area, Ainsdale [the precise boundaries of which shall be deemed by the Council from time to time]
THE TENDER	Means the tender submitted by the Trader to the Council for this Licence
OTHER FOOD OUTLETS	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
SPECIAL EVENTS	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/ Head of Green Sefton 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 Green Sefton 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.
LICENCE PERIOD:	From 1 st April 2024 until 30 th September 2026
LICENCE FEE:	£ _____ per annum plus VAT
PERMITTED USE:	Pop-up food and drink concession and seating for the sale of hot and cold drinks and food/ alcoholic drinks (no ice cream)
THE VEHICLE:	Means a mobile vehicle {or a portable stand} of such a type and design approved by the Council
THE COUNCIL'S COSTS	Means the sum of £1,000
THE PAYMENT DAYS:	Following an initial payment of 30% of the Licence Fee, the remainder 35% on 1 st June and 35% on 1 st August.
LEGISLATION:	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
LIABILITIES	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
INSURANCE	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">· 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:

	<ul style="list-style-type: none"> · Public Liability Insurance and · Employers Liability Insurance, and · Any other insurance required by law
ROA74	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.
SPENT CONVICTION	Means any conviction that is 'spent' for the purposes of the ROA74
UNSPENT CONVICTION	Means any conviction that is 'unspent' for the purposes of the ROA74
OPERATIVE	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.
ROLE	Means the duty, job, work, post, function or role that an Operative carries out in respect of the Permitted Use.
DECLARATION	Means a statutory declaration in the form set out in the schedule to this Licence.
UNAPPROVED OPERATIVE	Means an Operative who has either: <ul style="list-style-type: none"> · not executed a Declaration; or · has Unspent Convictions but those Unspent Convictions have not been disclosed to the Licensor under paragraph 21 of Schedule 1 below; or · 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.
NOMINATED OFFICER	Means the Head of Green Sefton for the time being of the Council
ENGAGE	To 'engage' an Operative means to employ, hire, or utilise 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) 30% of the Licence Fee is to be paid on the signing of this Licence, with the remainder payable on 1 September of each year.

(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/ Containers 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 Ainsdale Beach*
6. *To keep the Vehicles and containers and the area surrounding the same clean and tidy to the reasonable satisfaction of the Council*
7. *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.*

8. To comply with the Single use Plastics (SUP) Strategy as set out in the Appendix 2
9. *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*
10. *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*
11. *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*
12. *To be solely liable for and indemnify and keep indemnified the Council against all Liabilities, to the extent that the law allows*
13. *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*
14. *To only operate from 10am to 8pm per day from the 1st April to the 30th September each year and will operate within this timeframe for no longer than 180 days per season. Ambient background music up to 60 dB only may be played during the hours of operation and must be sensitive to the designation of the area as public open green space.*
15. *To ensure that any persons employed by the Trader shall at all times be neatly and suitably attired*
16. *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*
17. *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*
18. *To keep the Vehicles and containers clean, hygienic, well maintained and roadworthy and taxed and insured as required by law*
19. *Not to exercise the rights granted by this Licence outside of the Licence Period*
20. *To ensure all foodstuffs are not exposed to blowing grit or sand*
21. Comply with planning requirements for concession.
22. *To pay the Council's Costs of £1,000 on the signing of this Agreement*
23. *To comply with the Food Hygiene and Safety Regulations set out in the Appendix.*
24. *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:*
 - (i) *Inspect the Declarations of all Operatives;*
 - (ii) *Take a copy of any Declaration.*
 - (f) *If an Operative (or potential Operative) discloses an Unspent Conviction to the Licensor to:*
 - (i) *Notify the Nominated Officer in confidence;*

- (ii) Provide the Nominated Officer with the Declaration and details of the Operative's Role (or proposed Role);
 - (iii) 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;
 - (iv) 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.....¹of.....²

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 1974.³

Date	Court	Offence	Sentence or Order of the Court

¹ Insert full name in block capitals.

² Insert current address, including postcode in block capitals.

³ 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

Thisday of2024...

APPENDIX 1

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 overnight. 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 or you may be able to register online. If your business is located in Sefton or your mobile vehicle is kept in Sefton overnight, you can register with the Authority via the following weblink:
<https://register.food.gov.uk/new/sefton>

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

- Regulation (EC) No. 852/2004 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

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

This Regulation lays 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.

EU law has been converted into UK law by virtue of The [European Union \(Withdrawal\) Act 2018](#). Therefore EU Law and Decisions have been directly converted into domestic law. It preserves legislation previously made in the UK to implement EU obligations."

PROPERTY AND FACILITIES MANAGEMENT

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

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

PROPERTY AND FACILITIES MANAGEMENT

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.
- ✓ 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.
- ✓ 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

PROPERTY AND FACILITIES MANAGEMENT

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

- ✓ 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 Steve Smith at steve.smith@sefton.gov.uk or Katy Greenwood at katy.greenwood@sefton.gov.uk

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

APPENDIX 2

INVITATION TO TENDER

The Council invites tenders for a Licence for the period 1st April 2024 until 30th September 2026 to provide a Pop-up food and drink concession and seating for the sale of hot and cold drinks and food/ alcoholic drinks (no ice cream) from a vehicle and converted shipping containers as outlined in the planning permission on a Site at on the Picnic Area, Shore Road, Ainsdale, as marked on the attached plan. Tenderers are invited to fully complete the attached Tender Form which must be returned to sue.crompton@sefton.gov.uk not later than:

12 NOON ON FRIDAY 8th March 2024.

- (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 and delivered electronically to sue.crompton@sefton.gov.uk only.
- (d) Tender envelopes must not be left on the counter nor handed in to any other Department of the Council.
- (e) Tender envelopes delivered by post or by hand cannot be considered.
- (f) Tenders when submitted electronically should in the subject field/line include the words **Tender Submission – Confidential**
- (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

POP-UP FOOD AND DRINK CONCESSION. PICNIC AREA, SHORE ROAD, AINSDALE.

NAME/COMPANY NAME

ADDRESS.....

.....

TELEPHONE NUMBER

MOBILE NUMBER.....

E-MAIL.....

HEREBY OFFER THE SUM OF £ PER ANNUM (IN FIGURES)

£.....

.....PER ANNUM (IN WORDS)

USING OWN UNITS /VEHICLE

HEREBY OFFER THE SUM OF £ PER ANNUM (IN FIGURES)

£.....

.....PER ANNUM (IN WORDS)

USING COUNCIL UNITS ON SITE

For a Licence to provide a Pop-up food and drink concession and seating for the sale of hot and cold drinks and food/ alcoholic drinks (no ice cream) from a vehicle and converted shipping containers as outlined in the planning permission on a Site at on the Picnic Area, Shore Road, Ainsdale, as marked on the attached plan.

BETWEEN

1st April 2024 until 30TH September 2026. To only operate from 10am to 8pm per day from the 1st April to the 30th September each year and will operate within this timeframe for no longer than 180 days per season.

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

The tenders will be scored based on 60% tender price and 40% on added value/ quality of the proposed offering. The best tender price per year will receive the full 60% and the added value/ quality score will be assessed based on the responses to the following questions scored out of a maximum of 5 per questions by two Council Officers plus any supporting information on your proposal. A maximum of 10 pages of A4 supporting documentation can be provided to support your tender.

As part of your proposal please answer the following questions:

Question 1 – Please outline your proposed concession offering including photo and sample menus and how this will benefit Crosby Coastal Park and the surrounding area? (To be scored 0 to 5)

Question 2 – Please outline what added community value your proposal will bring to the local area and benefit the local environment, wildlife and residents? (To be scored 0 to 5)

Question 3 – Please outline how the proposals will support employment and training opportunities within Sefton? (To be scored 0 to 5)

Question 4 – Please outline how the proposals will support the Councils goal to tackle Climate Change in Sefton? (To be scored 0 to 5)

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 ELECTRONICALLY TO sue.crompton@sefton.gov.uk
BY 12 NOON ON FRIDAY *8th MARCH 2024**

**SUBMISSIONS SHOULD INCLUDE IN THE SUBJECT FIELD/LINE – TENDER SUBMISSION
CONFIDENTIAL**

APPENDIX 3

THE METROPOLITAN BOROUGH COUNCIL OF SEFTON STATUTORY

DECLARATION

**(In support of a tender for a pop-up food and drink concession on the Picnic Area,
Shore Road, Ainsdale)**

1.....⁴of.....
.....⁵

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 1974.⁶

Date	Court	Offence	Sentence or Order of the Court

⁴ Insert full name in block capitals.

⁵ Insert current address, including postcode in block capitals.

⁶ 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

Thisday of2024

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.

**APPENDIX 4
SITE PLAN**

