

## **Bishop's Stortford Town Council**

### **Invitation to Tender for the right to occupy a site for Mobile Ice Cream Kiosk/Van situated at Catsle Park, The Causway, Bishop's Stortford**

Castle Park, comprising Castle Gardens and Sworders Field, is a popular area for recreation immediately adjacent to the Town centre of Bishop's Stortford. It includes two dedicated play areas, the northern area includes a skate park and other activities suitable for youngsters approximately 11 years and above, the southern area is aimed at children aged 3 and above. There are also a variety of formal spaces and the very popular splash pool which attracts a large crowd during warm weather.

During the spring, autumn and summer months a variety of events take place (eg circus, funfair and less formal activities) on the field and a weekly park run departs from near the bandstand, located towards the southern end. The whole area is open access and popular for dog walking and informal leisure.

The Council is inviting tenders to operate an ice cream van/kiosk during the 2023, 2024 and 2025 seasons on two sites. Tenderers are asked to note that the pitch definition for the 'splash pool' site differs from that in previous opportunities.

The sites are

1. to the North of Sworders Field, adjacent to a footpath, and
2. at the Splash Pool *or* to the South of Sworders field near the bandstand *but never both on the same day*

The form of licence under which the agreement(s) to trade will be issued is attached. The Council will consider offers for either site individually or the two sites together.

Once agreed the licence will entitle the licensee to trade on any day during the specified period other than when the area is closed. The Council is expecting to receive a fixed sum which is not dependent on the number of days of actual trade.

If you wish to tender please reply to [james.parker@bishopsstortfordtc.gov.uk](mailto:james.parker@bishopsstortfordtc.gov.uk) enclosing the completed application form (you may scan and email it) stating the amount you wish to offer and the other details requested below. Offers must be received no later than 12 noon, Friday, 16<sup>th</sup> December 2022.

If you have any questions about this tender please send them by email to the above address. Questions and answers will be shared (anonymously) with any person who, in advance of Friday 9th December, indicates their interest in submitting a tender.

Please note also that the Council may require further information from the bidders in order to select an offer. The Council is not bound to accept the highest, or any, offer.

## **NOTES**

### **Transparency and Pricing**

The Council operates under a regulatory environment in which it is obliged to be open about financial transactions. Prospective tenderers are therefore advised that the

Council may, after the tender is closed and contracts signed, divulge the price paid by the successful bidder(s).

The price paid for the Sworders Field pitch was divulged in September 2015 in response to a freedom of information request received from a third party. In the interests of transparency, therefore, prospective tenderers are advised that, in the period 2020-2022, the price paid by the successful bidder (averaged over the period of the contract) is as follows:

Splash Pool: £5443 per trading year (but note that this was a more limited pitch as the alternative of trading to the Southy of Sworders Field was not available)

Northern end of Sworders Field: £7500 per trading year

## **Castle Park Works and Café**

The Council, in conjunction with East Herts District Council, is undertaking major improvement works in Sworders Field and Castle Gardens (collectively known as 'Castle Park') during 2022 and 2023. These include

- The extension of the skate park to the north of Sworders field
- The creation of a new bridge between Sworders Field and Castle Gardens
- The creation of an improved pathway network throughout the site
- The conversion of a part of the Markwell pavilion to a café
- Interpretation, lighting and landscape works to enhance the Castle Mound

A series of community activities are being organised throughout the construction phase and beyond to introduce people to the facilities that the park offers and increase its use. Further detail is available here <https://www.eastherts.gov.uk/sports-leisure-parks/local-parks-open-spaces-0/parks-open-spaces-bishops-stortford/castle-park>

Whilst it is inevitable that the build may have some impact on the operation of the Ice Cream vans, the principal construction activities in the vicinity of their operation will take place outside the peak periods as the intention is that the play facilities remain in operation through the peak seasons. If it is necessary to close either site for a period, then a rebate will be offered.

## **Electrical feed**

There is an electric feed at both the splash pool and the Bandstand capable of supplying 32A at 230V and the use of vehicles requiring the continual operation of an internal combustion engine at either of these sites is prohibited.

It is the Council's intent to install an electrical feed capable of supplying 32A at 230V in the vicinity of the pitch at the North of the field. The use of vehicles requiring the continual operation of an internal combustion engine at this site will be prohibited from April 1<sup>st</sup> in the year following the installation.

No refunds will be given if the tenderer is unable to comply with this requirement

# APPLICATION FORM

## Offer for a licence to occupy one or two site(s) for Mobile Ice Cream Kiosk/Van

- a. I/we the undersigned hereby offer to pay the sum of £..... (total for the three years) for a Licence to occupy the site to the North of Sworders Field, in accordance with the conditions below. I/We understand that I/we are making an offer for the 2023-2025 seasons
  
- b. I/we the undersigned hereby offer to pay the sum of £..... (total for the three years) for a Licence to occupy the site at the splash pool/south of Sworders Field, in accordance with the conditions below. I/We understand that I/we are making an offer for the 2023-2025 seasons
  
- c. I/we the undersigned hereby offer to pay the sum of £..... (total for the three years) for a Licence to occupy both the site to the North of Sworders Field AND the site at the splash pool/south of Sworders field, in accordance with the conditions below. I/We understand that I/we are making an offer for the 2023-2025 seasons

Note – please complete section c ONLY if

- i. you wish to make an offer for both sites for a price which is different to the sum of a. and b. above, OR
- ii. you only wish to make an offer for both sites and DO NOT wish to make an offer for either site individually

## Brief description of Kiosk/van

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## Certification in respect of Collusive Tendering

I certify that I have not

- 1. fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
- 2. communicated to a person other than the Council the amount or approximate amount of the proposed Tenders
- b) entered into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tenders to be submitted; and

c) offered or paid any fee or other consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or thing of the sort described above in relation to this tender

In the above person includes any natural person, partnership or association corporate or incorporate.

Signed .....

Name .....

Address .....

Telephone .....

Email.....



7. The licensee may move the mobile kiosk onto and off of the specified land once only on each day of trading. Whilst it is in motion the licensee will ensure the safety of members of public in the vicinity.
8. In the event that access to the area requires the opening of a locked gate/bollard or other obstruction a key will be provided which must be returned at the end of the specified period. A deposit of £20 will be required and retained against loss of the key. The deposit will be refunded at the end of the contract upon return of the key.
9. The Licensee shall clearly display in his/her vehicle the Licence obtained from the Council together with a copy of the conditions of occupancy.
10. The Licensee shall not assign the Licence. Trade may only be carried out on behalf of the Licensee himself or by a member of his or her direct family (husband, wife, son or daughter) or by a person formally and properly employed by his or her business.
11. Where an employee is used to operate the vehicle or trailer on behalf of the Licensee, proof of employers liability insurance must be shown to the Council in respect of that person and be available on request thereafter.

#### Prohibitions

12. The Licensee shall not without the previous consent in writing of the Council carry on or suffer to be carried on in the kiosk any trade or business other than that of the retail sale of ice creams and the ancillary sale of confectionery, minerals, fruit, bathing requisites and table tennis bats/balls.
13. The Licensee and any person employed or acting on behalf of the licences shall not:
  - a. hold, or permit to be held any auction in or from the kiosk.
  - b. give or permit to be given any entertainment or performance in or from the kiosk or play any music or other sound therein or adjoining thereto.
  - c. tout or advertise for business by making any sound.
  - d. Sell, deposit or display food, goods, articles or anything of any description outside the kiosk
  - e. display or permit to be displayed any advertisement other than those on the kiosk itself
  - f. do or permit to be done in or upon the kiosk or any part thereof or in the vicinity thereof anything which in the opinion of the Council is or may become a nuisance or annoyance to the Council or to the public.
14. No person shall reside in or otherwise use the kiosk for overnight sleeping.
15. No vehicle of any description other than one mobile ice cream kiosk shall be stationed or parked on the site and no vehicle shall be driven on to the site other than for the express purpose of towing the kiosk to and from the site or for the delivery of goods to the kiosk.
16. When an electric feed is available for use by the licensee, the licensee shall not operate an internal combustion engine while stationary on the site.
17. Clause 16 shall apply in respect of the pitch to the North of Sworders field with effect 1<sup>st</sup> April following the date on which the electric feed is installed.
18. No additional fee shall be payable for the use of the electric feed

#### Behaviour and Compliance

19. The Licensee and all of his/her employees shall be of good behaviour on site
20. In the event that the Council receives any complaint about the service provided, the Council will promptly inform the licensee and the parties will enter into discussion over what action, if any, needs to be taken. Should the council reasonably consider that the licensee has failed to provide a satisfactory service the contract may be terminated in accordance with clause 24 below.
21. The licensee will comply with any instructions reasonably given by employees of the Town Council.

#### Interruption

22. The Council may, for operational reasons, designate days on which the licensee may not trade, for example because an event is taking place for which an exclusive trading concession or exclusive access to the field has been agreed or for other operational necessity. The Council will endeavour to give notice of suspension however will not be under obligation to do so. If permission to trade is denied for three 'core days' (as defined above) or less during any one calendar year no refund will be due. If permission is denied for more than three core days in any one calendar year a proportionate refund will be made calculated as follows:  $\text{refund} = \text{total licence fee due} * \text{number of whole core days for which the operation is suspended} / \text{total number of core days which occur in the duration of the contract}$ .

#### Termination and exclusivity

23. The Town Council may terminate this contract for convenience upon giving not less than ninety calendar days' notice.
24. Should the Council terminate for convenience a refund will be given. The refund will be calculated proportionately in the same way as a refund for interruption.
25. The licensee may terminate this contract at any time in which case any fees which remain to be paid will become payable immediately upon termination. If notice of termination is given prior to 31st December in any given calendar year, that proportion of the license fee which was due to be paid in subsequent calendar years shall not be payable
26. The Council may, by seven days' notice in writing, revoke the Licence if at any time there shall be a breach of any of the conditions but without prejudice to the Council's rights and remedies in respect of such breach. No refund will be due in this case.
27. The Licensee will be required to register in accordance with the provisions of the Food Premises (Registration) Regulations 1991.
28. The Licensee acknowledges
  - a. that the Council may be issuing Licences for other concession sites in Bishop's Stortford, other than, on the specified land, for ice cream and related products
  - b. that the Council may be issuing one or more licences for a pop-up café (which will not be permitted to sell ice cream other than as an accompaniment to cake or tart) on Sworders Field or near the Splash pool.
  - c. that from time to time special events are held on Sworders Field incidental to which vendors contracted with the promoters may sell some or all of the items which the licensee is permitted to sell

#### Permissions and Liability

29. The licensee will be solely responsible for obtaining any permission required, other than landowner's consent.
30. The Licensee shall at all times comply with the Acts relating to food hygiene and the Regulations made thereunder, and to immediately comply with the requirements of the Environmental Health Officer.
31. The Council shall not be liable for any loss sustained by the Licensee resulting from the operation of any mobile trader on the highway or on land which is not in the ownership of the Council nor from the operation of any mobile trader on Council land who is trading without the Council's consent.
32. The Licensee shall hold the Council indemnified from and against all actions, costs, damages, claims and demands whatsoever and shall insure against any damage, loss or injury which may occur to any property or to any person by or arising out of the exercise of the rights conferred by the Licence and the Licensee shall whenever required produce to the Council the Policy or Policies of insurance and the receipts for the payment of the current premiums. Such insurance shall provide cover for a minimum of £5,000,000.

- 33. The Council shall not be liable for any other loss or damage sustained by the Licensee resulting from storm, tempest or another cause whatsoever in connection with this Licence or for the condition of the site.
- 34. No liability will be accepted by the Council for consequential loss to the licensee resulting from any act, failure to act, circumstance or any other reason. The liability of the Council shall be limited in all circumstances to the value of the unexpired portion of the licence, calculated proportionately in the same way as a refund for interruption.

Signed for the licensee

Name: (Please print):.....

Signed: ..... Dated: .....

Address: .....  
.....  
.....

Tel. No.: .....

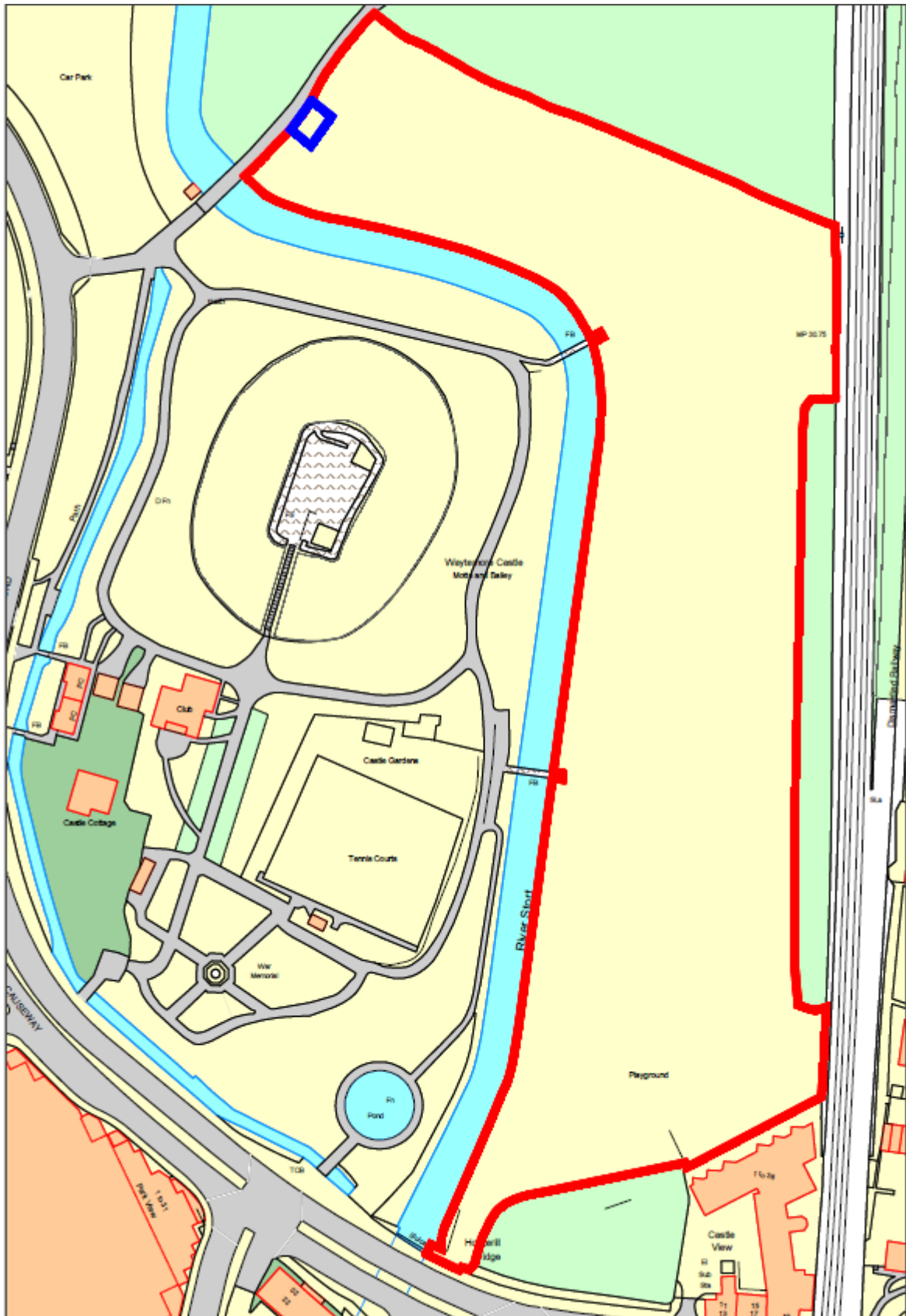
Email: .....

Signed for the Council

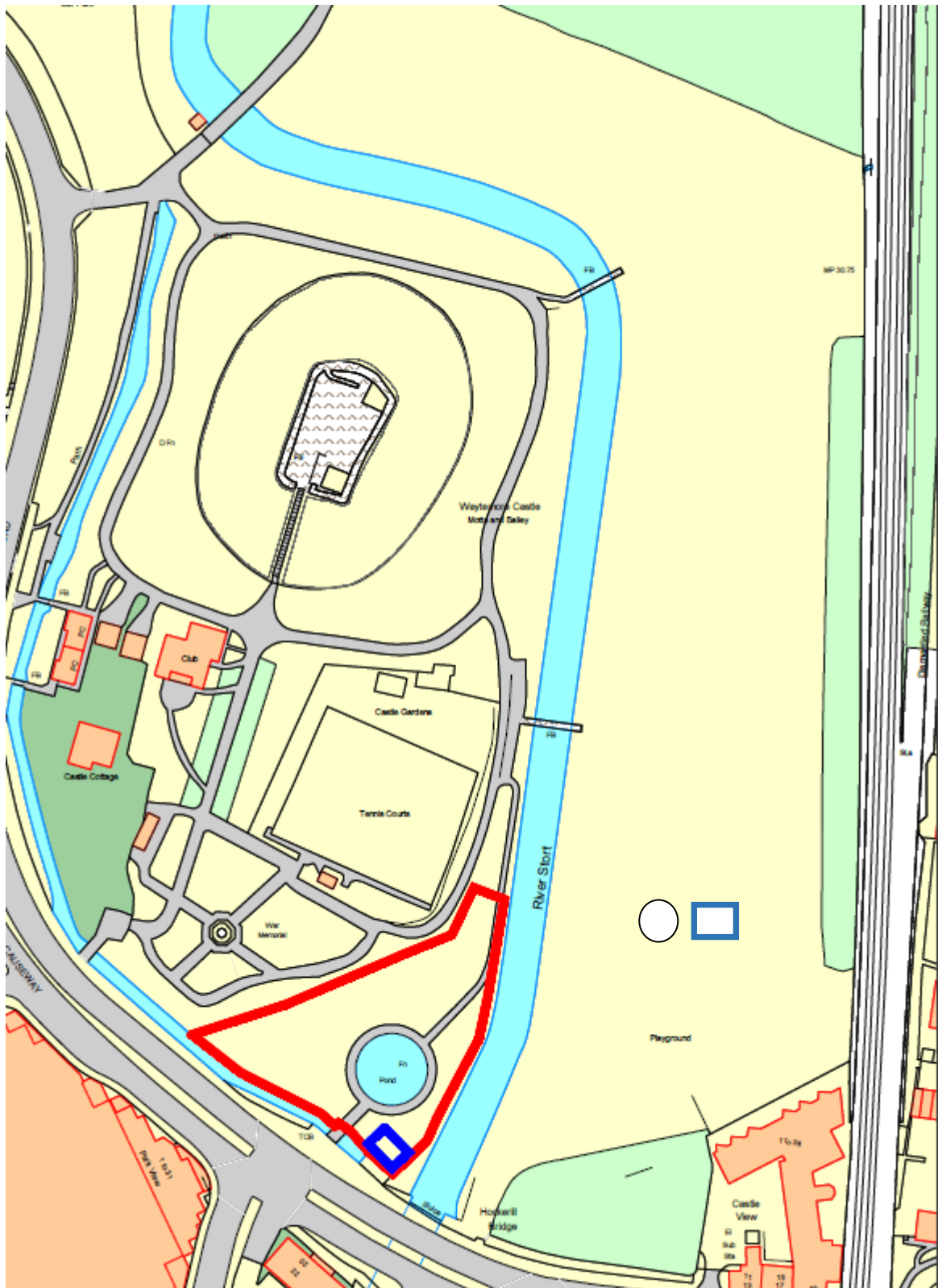
Chief Executive Officer



Pitch Location (indicated in Blue) – Sworders Field North



Pitch Location (indicated in Blue) – Splash pool/Sworders Field South



Note: On any given day the trader may trade either from the pitch near the splash pool or the pitch near the bandstand but not both