**DUNSTABLE TOWN COUNCIL**

**Tender for:**

**Ice Cream Concession**

**Appendix C – Licence Condition for Trade**

**LICENCE CONDITIONS TO TRADE FOR:**

**ICE CREAM SALES ON DUNSTABLE TOWN COUNCIL PROPERTY AND AT DUNSTABLE TOWN COUNCIL MANAGED EVENTS**

**LICENCE CONDITIONS**

**The Licence will be subject to the following conditions:**

1. **The licence fee for sole rights to sell ice cream and soft drinks under the attached terms is £……….**

1. **This licence allows the licensee the right to sell ice cream from any of the sites and events as set out below:**

**Grove House Gardens – Annually from 1 April to 31 March for the duration of this licence period, 7 days a week at times to be determined by the licensee.  The licensee to inform the Council of likely trading times on a seasonal basis.**

**The licensee is only permitted to trade on the hard surface next to the children’s play area.**

**Priory Gardens - Annually from 1 April to 31 March for the duration of this licence period, 7 days a week at times to be determined by the licensee.  The licensee to inform the Council of likely trading times on a seasonal basis.**

**The licensee is only permitted to trade on the grassed area next to the Health Centre.**

**Bennett Memorial Recreation Ground - Annually from 1 April to 31 March for the duration of this licence period, 7 days a week at times to be determined by the licensee.  The licensee to inform the Council of likely trading times on a seasonal basis.**

**This site benefits from Bennetts Splash, a fantastic splash park with over 17 water play features which is free for the public and will operate from early April/May to early September each year and will be open from 10.00 am to 6.00 pm, 7 days a week. Please note the splash park may close early on days of inclement weather.**

**Bennett’s Adventure Play is a multi-equipment adventure play area, a fantastic and very popular attraction to the park, sited opposite the Splash Park and cafeteria. The cafeteria will not be selling ice cream.**

**The licensee is only permitted to trade next to the children’s play area or at an area near to the splash park to be agreed with the splash park management.**

**Kingsbury Recreation Ground - Annually from 1 April to 31 March for the duration of this licence period, 7 days a week at times to be determined by the licensee. The licensee to inform the Council of likely trading times on a seasonal basis.**

**The licensee is permitted to trade from the car park next to the playground or from an area as determined by Dunstable Town Council.**

**Middle Row Market - Annually from 1 April to 31 March for the duration of this licence period, on Themed and The Farmers and Craft market at times to be agreed in advance with the market management.  The licensee to inform the Council of likely trading times on a seasonal basis.**

**The licensee is only permitted to trade at a position to be determined by the market management.**

**Grove Skate Park - Annually from 1 April to 31 March for the duration of this licence period, 7 days a week at times to be determined by the licensee. The licensee to inform the Council of likely trading times on a seasonal basis.**

**The licensee is only permitted to trade on the dedicated hard standing to the left of the skate park.**

**Town Council Events1 - The pitch allocation for the events will be decided by Dunstable Town Council before the events.  Listed below are the events you MUST attend:**

|  |  |
| --- | --- |
| **Event** | **Date** |
| **St Georges Day @ Priory Gardens** | **Saturday 26 April** |
| **Around the World Event @ Priory Gardens** | **Saturday 17 May** |
| **Classic Motor Rally @ Priory Gardens** | **Saturday 14 June** |
| **Dunstable Live @ Grove House Gardens** | **Saturday 28 June** |
| **All Sunday Band Concerts @ Grove House Gardens** | **Sunday 29 June, 27 July, 17 August** |
| **Priory Pictures (outdoor film event) @ Priory Gardens** | **Saturday 5 July** |
| **Party in the Park @ Grove House Gardens** | **Saturday 19 July** |
| **Dunstable’s Soapbox Derby @ Priory Gardens** | **Saturday 9 August** |
| **Priory Proms in the Park @ Priory Gardens** | **Saturday 13 September** |
| **Christmas Carols and Torchlight Procession @ The Square** | **Friday 28 November** |

1. **The Licensee shall ensure that all their vans have the appropriate inspection documentation from Central Bedfordshire Council’s Environmental Health Department and evidence of this to be supplied to Dunstable Town Council.**

**3. The Licensee will be required to have a documented Food Safety Management System in place in order to comply with current food law, a copy of which will be required by the Council prior to commencement of the licence.**

**4. The ice cream supplied shall be clean and of good quality and satisfy the requirements of the Regulation (EC) No 852/2004 and all other current food legislation. The food must meet the standards set out in the Regulations on Microbiological Criteria for Foodstuffs.**

**Random microbiological testing may be carried out on the licensee’s vehicles by Central Bedfordshire Council’s Environmental Health Department.  All results, other complaints or correspondence are to be forwarded to the Dunstable Town Council’s Events and Marketing Department.**

**5. The ice cream shall be sold at reasonable prices and the range of goods together with their prices, which will be sold during the season, must be printed and forwarded to the Council before the licence start date of 1 April 2025.**

**6. The ice cream shall be supplied and sold only in wafers, hygienic paper wrapping, cones or bricks. The Licensee shall not sell any alcoholic drinks or intoxicating liquor whatsoever.**

**7. The ice cream must be sold from a mobile vehicle of a type and age (not more than ten years old) to be approved by the Council, such vehicle being confined to the site allocated by the Council for the sale of ice cream.**

**8. The Licensee shall not use or cause or permit to be used any motor vehicle within the boundaries of Grove House Gardens, Priory Gardens or Bennett Memorial Recreation Ground for the purposes of delivering supplies of ice cream to the approved site unless:-**

**(i) Such vehicle is driven at a speed not exceeding five miles per hour, and**

**(ii) Such vehicle follows a mapped route to be prescribed by the Council**

**9. The rights of the Licensee shall not be transferable without prior written consent of Dunstable Town Council.**

**10. Any dispute or difference arising between Dunstable Town Council and the Licensee in connection with the general management of ice cream sales shall be settled by the Town Clerk and Chief Executive of Dunstable Town Council whose decision shall be final.**

**11. The Licensee shall maintain sufficient public and employer’s liability insurance policies, copies of such policies, together with current premium receipts will be required by Dunstable Town Council prior to commencement of license.**

**12. Dunstable Town Council reserves the right to determine the licence forthwith should the licence fee remain unpaid for seven days or more or should the Licensee not comply with any of the conditions of the licence.**

**13. The Licensee shall under no circumstances be permitted to sell consumables other than ice cream, lollipops and soft drinks.**

**14. The ice cream vehicles and equipment must comply with the Regulation (EC) No 852/2004, the Food Hygiene (England) Regulations 2005 and any other relevant food hygiene legislation that is amended or updated.**

**15. The ice cream vehicles shall be kept clean, in good order and repair.  The vehicles must have an adequate supply of hot and cold water to the wash hand basin and shall provide materials to clean and dry the staff's hands.  Adequate facilities to maintain and monitor the appropriate temperatures of food will be required as part of the documented Food Safety Management System.**

**16. The food handlers will be provided with suitable clean over clothing and should be trained in food hygiene to Level 1 Basic Food Hygiene Certificate.  The Licensee to provide copies of Level 1 Basic Food Hygiene Certificate for every employee to the Events Department.**

**17. The Licensee's vehicle shall not play music or chimes whilst at any of the above listed venues.**

**19. The Licensee shall supply at his own expense a sufficient and competent staff of respectable persons to act as attendants for the purpose of selling ice cream to the public.**

**20. The Council has a "No Smoking" policy.  The Licensee's staff must not smoke in or around the vehicles whilst at any of the above listed venues.**

**21. The Council will reserve the right to enter into the vehicle at any time for the purposes of inspection and testing. A report will be issued shortly afterwards by the Council Officers for the Licensee to rectify any issues.**

**22. Litter bins with lids must be provided by the Licensee at his own expense at the vehicle and inside, and all rubbish disposed of by the Licensee off site at the end of each trading day.**

**23. The Licensee shall not do or permit to be done anything which in the opinion of the Council may be a nuisance or annoyance or interfere with the Council or the quiet enjoyment of all persons rightfully using the Park.**

**24. All Licensee vehicles must be less than ten years old at the start and during this contract.  Copies of all relevant vehicle registration must be forwarded to the Council.  Details of any changes of vehicles should be forwarded onto Dunstable Town Council.**

**25. At specific times, with prior agreement of the Council, the Licensee will be permitted to have up to 3 ice cream vans on site subject to all previous conditions.**

**26. The Licensee must provide their Customer Care Policy to the Council, detailing how they deal with the public and how they will handle any comments or complaints within certain timescales. The Licensee will be contactable via a mobile phone and email.**

**Procurement Policy**

**Dunstable Town Council’s (The “Council”) Procurement Policy has five main purposes:**

1. **To obtain best value in the way the Council spends money, so that it may in turn  offer better and more cost-effective services to the public.**

1. **To support the ability of the Council’s officers to procure and manage goods, services and suppliers effectively, including informing all Council staff of the appropriate procedures and responsibilities.**

**3.  To enable the Council to comply with legal obligations that govern the spending  of public money such as the Public Contracts Regulations 2015.**

**4.   To support the delivery of the Council’s Environment and Sustainability Policy and specifically support the Council’s aim of achieving carbon neutral status by 2030.**

**5.   Wherever possible, practicable and financially viable, support the local economy by prioritising local procurement of goods and services within a five- mile radius of Dunstable.**

**The contractor must ensure they follow the Council’s procurement policy, attached with this document.**

**This licence is granted on the condition that you accept and sign this document and the enclosed licence conditions and agree to the following -**

1. **You agree to pay Dunstable Town Council the amount of £………payable in three instalments of £………which will be invoiced to you on the following dates 1 May, 1 July and 1September every year of this licence. Failure to make these payments within these dates will render this licence null and void.**

1. **That you accept responsibility for and indemnify Dunstable Town Council against all actions, proceedings, damages and expenses resulting from your conduct.**

1. **That you produce for inspection at my office a Public Liability Policy of Insurance endorsed to indemnify Dunstable Town Council against all claims (£5,000,000 limit of indemnity).**

**Licence starts on 1 April 2025**

**Licence will expire on 31 March 2028**

**Main contact details at Dunstable Town Council:**

**Main client officer – Events Officer – Gina Thanky 01582 891407**

**Main contact for Bennett’s Splash – Splash Park Manager 07593 553649**

**Main contact for Dunstable Market – Town Centre Manager 01582 891436**