**Concession Application Form**

***SOUTH HILL BARN***

**Queries to:** [projectsandfacilities@seafordtowncouncil.gov.uk](mailto:projectsandfacilities@seafordtowncouncil.gov.uk)

**Submissions to:** [tenders@seafordtowncouncil.gov.uk](mailto:tenders@seafordtowncouncil.gov.uk)

**Information**

This form is to be used to apply for a concession opportunity with Seaford Town Council.

To support applicants, this form sets out:

Pages 2 to 4 - information about the concession opportunity and timetable

Pages 4 to 7 - guidance on the application process and scoring

Pages 8 to 15 - the terms and conditions of the concession licence

Pages 16 to 20 - the form sections to be completed by the applicant

Before submitting the form, please ensure that you have:

* 1. Completed the terms and conditions declaration (page 8)
  2. Completed all application questions (pages 16 to 20)
  3. Attached the following:
     1. Your business plan (question 1 of the form)
     2. Copies of the last two years account summary or self-assessment tax forms (question 5 of the form)
     3. Your Equal Opportunities Policy (question 6 of the form)
     4. Your Health & Safety Policy (question 6 of the form)
     5. Your Sustainability Policy (question 8 of the form)

If you have any queries on this form or the concession opportunity, please email [projectsandfacilities@seafordtowncouncil.gov.uk](mailto:projectsandfacilities@seafordtowncouncil.gov.uk)

Email applications must be sent to [tenders@seafordtowncouncil.gov.uk](mailto:tenders@seafordtowncouncil.gov.uk) marked “Concession - South Hill Barn” by the date shown in the timetable below.

Sealed postal applications marked “Concession - South Hill Barn” must be delivered to the Town Clerk, Seaford Town Council, 37 Church Street, Seaford, East Sussex, BN25 1HG by the date shown in the timetable below.

**Introduction**

South Hill Barn is one of Seaford’s most visited unspoilt viewpoint and gateway to the idyllic countryside. The site is located upon the Seaford Head Nature Reserve and graced with the awe-inspiring views of the Seven Sisters and Cuckmere Valley.

This popular site is visited by many walkers from the local area and touring, and the site is sometimes used for events and filming. Local residents have told the Town Council that it is important to have a place to rest, get some refreshments and use the facilities provided when having a long walk across Seaford Head.

The site offers the use of the courtyard of South Hill Barn for a non-fixed refreshment concession with use of the side barn for undercover seating for customers to enjoy their purchases out of any weather elements.

The Town Council has recently agreed to embark on a long-term project, over a number of years, to develop and make improvements to South Hill Barn. This project is only at stage one at present where investigations are underway to research the most appropriate uses and future of the Barn for the Town Council to consider at a later date. The full report detailing this project, which was considered by the Town Council on 14th November 2024, can be found[**here**](https://www.seafordtowncouncil.gov.uk/meeting-year/may-2024-2025/) and includes a lot of information about the history and make-up of the site.

**Seaford Town**

Seaford has a population of around 27,000 and a further 67,000 people reside within the Lewes District. Seaford is well known for its position on the South Downs with tranquil coastal paths and views. As a town by the sea, it boasts a world class golf course, free promenade parking, easy access to the single beach, local town, shops and eateries. Seaford is a favoured alternative for visitors seeking an uncomplicated seaside and coastal countryside destination.

**Seaford Concessions**

Splash Point, Martello Café, West View Kiosk, End of Dane Road, Marine Parade, Bönningstedt Promenade X2, Salts Café, South Hill Barn, Old Town Hall, and West View Beach Huts X4.

**Seaford Town Council Concessions Mission Statement**

*To create a diverse commercial offering for the residents and visitors of Seaford. Providing local sustainably operated businesses the chance to launch and explore viability in affordable, accessible, and influential town spaces.*

**Concession Particulars**

|  |  |  |
| --- | --- | --- |
| **Electricity** | No |  |
| **Water** | No |  |
| **Parking** | Yes | On site, free parking for concession holder. |
| **Toilet Facilities** | Yes | Portaloo, concession responsibility. |
| **Licence Period** | 3 Years |  |

**Location**

A screenshot of a computer

Description automatically generated

A picture containing building, outdoor, ground, house

Description automatically generated**Timetable**

|  |  |
| --- | --- |
| **Documents available** | 9th January 2025 |
| **Site visits – by appointment only** | 21st and 23rd January 2025 |
| **Deadline for asking questions** | 31st January 2025 |
| **Deadline for application return** | Midnight 9th February 2025 |
| **Award** | 28th February 2025 |
| **Contract start** | 1st April 2025 |

Please contact **projectsand**[**facilities@seafordtowncouncil.gov.uk**](mailto:facilities@seafordtowncouncil.gov.uk) with any queries and/or to arrange a site visit for the date(s) shown in the above timetable. Please be advised there is limited availability for site visits and applications will not be discussed during visits. All questions and answers will be shared here: [**https://www.seafordtowncouncil.gov.uk/contracts-and-tenders/**](https://www.seafordtowncouncil.gov.uk/contracts-and-tenders/)

Please note Seaford Town Council reserve the right to remain neutral in the process and can only advise on the details provided within this document and are not able to support applications with guidance on answering.

Please include “***CONCESSION – SOUTH HILL BARN***” in the subject line of any email communication and your application.

**Conditions**

* This document is issued for and on behalf of Seaford Town Council, 37 Church Street, Seaford, East Sussex, BN25 1HG.
* All applicants applying will be required to demonstrate relevant qualifications and experience.
* All applications must be signed by a company director or the named sole trader or partnership, dated and returned by email to the stated address or hand delivered to the postal address.
* The deadline for completion is shown in the timetable above.
* Applications should only be submitted in line with the terms and conditions set out at the end of this document. Details of any proposals, variations or additions to the standard agreement should be set out in writing in another document ahead of acceptance.
* Prospective applicants are prohibited from contacting councillors or staff to encourage or support their application outside of the prescribed process.
* The agreement will be monitored by Seaford Town Council.
* Applications will be based upon the location marked on the enclosed plan.
* Applications will be evaluated through scoring against the evaluation matrix questions.
* In the event of there being more than one application for the Licence, Seaford Town Council may require further information from the applicants to select an offer.
* Successful applicants are personally responsible for putting in place their own insurances for operational, contents and liability purposes. These must be provided upon success of application, must remain up to date and be clearly displayed within the premises.
* Successful applicants are personally responsible for putting in place their own health and safety practices and documentation. These must be provided upon success of application, must remain up to date and be easily accessible within the premises.
* Applications must provide details of the type of furniture or structures that are proposed as additions, as there are several authorities responsible for the foreshore areas.
* Due to the nature of the trading locations primarily serving visitors to public open spaces, a high standard of presentation and quality of service must be maintained at all times, as well as the condition and presentation of the concession siteand public facilities associated with this concession.
* Seaford Town Council is not bound to accept the highest, or any, offer.
* Applicants may wish to consider the lease term as there is no guarantee of extension.
* Email applications must be sent to [**tenders@seafordtowncouncil.gov.uk**](mailto:tenders@seafordtowncouncil.gov.uk)marked “***Concession – South Hill Barn***” by the date shown in the timetable above.
* Sealed postal applications marked “***Concession – South Hill Barn***” must be delivered to the **Town Clerk, Seaford Town Council, 37 Church Street, Seaford, East Sussex, BN25 1HG** by the date shown in the timetable above.

**Evaluation Criteria leading to the Contract Award**

* Applications will be evaluated by a Town Council evaluation panel. The evaluation will be a balance of Quality and Price (i.e. income) to determine best value and selection of an applicant who, based on their submission, will provide the most income and highest quality offer.
* The evaluation scoring will be out of 150: **Quality** 60 **Price** 90
* Quality will be evaluated against criteria.
* Scoring will be applied by the Town Council’s evaluation panel with reference to the table below:

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Score** | **Quality Scoring Guide** |
| **Excellent** | 5 | Exceptional demonstration of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response. |
| **Good** | 4 | Satisfies the requirement with some additional benefits. Above average demonstration of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response. |
| **Acceptable** | 3 | Satisfies the requirement. Demonstration of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with evidence to support the response. |
| **Minor Reservations** | 2 | Satisfies the requirement with some minor reservations of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the supplies/services, with little or no evidence to support the response. |
| **Serious Reservations** | 1 | Satisfies the requirement with major reservations of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the supplies/services, with little or no evidence to support the response. |
| **Unacceptable** | 0 | Does not meet the requirement and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and quality measures required to provide the supplies/services, with little or no evidence to support the response. |

* Formulae for price is = TOTAL AVAILABLE SCORE x PRICE OFFERED / HIGHEST PRICE
* Scores to be applied to the Criteria are shown below:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weighting** |
| **Quality – 60** |  |
| **Business Offering Q1, 2, 3 & 4 –** assessing applicants business plan, experience. | 20 |
| **Financial Viability Q5 –** assessing the financial stability and capability | 10 |
| **Community Impact Q6 –** assessing the positive community impact, support spaces which support the physical and mental wellbeing of Seaford residents and visitors. | 10 |
| **Environmental Sustainability Q7 –** assessing the sustainability approach, credentials, and commitment to sustainable practices of the application. | 5 |
| **Site Ownership, Locality & Portfolio Q8** – assessing the business location and any other commercial ventures to ensure the town maintains a range of businesses. | 5 |
| **Previous Contracts: Q9** | 0 |
| **References: Q10** Two Supporting referees | 5 |
| **Added Value: Q11** | 5 |
| **Price – 90** |  |
| **License Fee Offered** | 90 |
| **Total Quality and Price** | 150 |

**Example:**

|  |  |  |  |
| --- | --- | --- | --- |
| **PRICE** | **TOTAL Price (over XX Years)** | **Calculation (90)** | **Score** |
| Applicant 1 | £12,000 | =90\*12000/15000 | 72 |
| Applicant 2 | £15,000 | =90\*15000/15000 | 90 |
| Applicant 3 | £11,000 | =90\*11000/15000 | 66 |
| **QUALITY** | | **Calculation (60)** | **Score** |
| Applicant 1 | | Sum of all scores | 55 |
| Applicant 2 | | Sum of all scores | 30 |
| Applicant 3 | | Sum of all scores | 50 |

|  |  |  |
| --- | --- | --- |
| **Applicant 1 Awarded Contract** | **Calculation (150)** | **Score** |
| Applicant 1 | Price + Quality | 127 |
| Applicant 2 | Price + Quality | 120 |
| Applicant 3 | Price + Quality | 116 |

***TERMS and CONDITIONS:***

I/we agree to comply with the following **Terms and Conditions** as signed below (Page 8 onwards) together with my/our answers to **Application for the right to occupy under Licence**.

|  |  |
| --- | --- |
| Name: (Please print): |  |
| Signed: |  |
| Company: |  |
| Dated: |  |

***TERMS and CONDITIONS:***

**General**

1. This License is offered on a *3 year* term.
2. The Licence is to be signed within fourteen days of the acceptance of the application by Seaford Town Council.
3. The Licensee agreement covers the years 2025-2028.
4. Seaford Town Council reserves the right to decline any extensions to the License agreement.
5. The Licensee shall at all times consider its neighbouring business owners, sporting groups and community groups and will endeavour to maintain a positive and inclusive relationship with them. Seaford Town Council will support in facilitating this relationship alongside the relationship with other neighbouring concessions.
6. The Licence, a duplicate of which shall be executed by the Licensee, shall contain a covenant by the Licensee to observe and perform the following conditions and stipulations and any other conditions which Seaford Town Council may subsequently require.
7. Seaford Town Council reserves the rights to review these terms and conditions and will consult with the relevant parties should any changes be required or implemented.
8. Your attention is drawn to the fact that this Licence relates solely to the asset described above.
9. Seaford Town Council is committed to promoting sustainable business practices across its assets. The Licensee agrees to where possible incorporate sustainable practices within the business.
10. The Licensee agrees to comply with the single-use plastics ban enforced by the UK government on 1st October 2023. Should Seaford Town Council have any unaddressed concerns regarding infringement on this public policy they reserve the right to terminate within 7 days written notice.

**Operating Times**

1. The Licensee shall ensure that the concession is open for service of customers during “Core Times” which are as follows:

10.00AM to 5.00PM, 6 days a week

**Subject to adverse weather conditions**

1. The Licensee shall inform Seaford Town Council via e-mail should the concession not be open for service during Core Times for any reason.
2. Failure to comply and open within the above agreed operating times will result in formal notification. Should no reason or evidence be provided by the concession within 14 days of the notification STC reserves the right to terminate a concessions operating license and agreement with 7 days written notice..

**Permitted Use & Rights Over the Site**

1. The concessions is offered as a footprint of land within South Hill Barn Courtyard. The Licensee will be responsible for the provisions of any further fittings and furniture that they require for their business operation and will be responsible for the removal and making good of the footprint at the expiry of their licence. Any items left in situ at expiry will have to be with the consent of Seaford Town Council or may incur removal fees chargeable to the Licensee.
2. The Licensee shall be responsible for the payment of any penalty notices issued by other regulating authorities should they trade outside of the agreed area within South Hill Barn Courtyard.
3. The kiosk to be used under this Licence shall be such a type as may be approved for the purpose by or on behalf of the Council.
4. The Licensee shall not give or permit to be given any entertainment or performance in or from the space or play any automatic machine therein or adjoining thereto.
5. The Licensee shall not hold or permit to be held any auction in or from the concession site.
6. The Licensee shall not allow the use of the space for any prohibited or illegal activities.
7. No vehicle of any description other than for the express purpose of delivery of goods to the concession shall be parked on or around the site, where such parking would obstruct other road users or pedestrians.
8. No vehicle of any description will be positioned or left unattended so to impede the access of other event users, visitors or pedestrians to the area.
9. The Licensee shall ensure that the generation of power and provision of water is achieved without detriment to the environment. Generators are prohibited at South Hill Barn.
10. The Licensee shall not assign the Licence or sublet without prior permission from Seaford Town Council. Trade may only be carried out on behalf of the Licensee themselves or by a member of his/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 Kiosk on behalf of the Licensee, proof of employer’s liability insurance must be displayed at the Kiosk at all times in respect of that person and be available upon request thereafter.
12. No person shall reside in or otherwise use the concession for overnight sleeping.
13. The Licensee shall not do or permit to be done in or upon the concession or any part thereof or in the vicinity thereof anything which in the opinion of Seaford Town Council is or may become a nuisance or annoyance to Seaford Town Council or to the public.
14. Any events looking to take place by the concession must have first received written approval from Seaford Town Council and follow their events policy and procedure.
15. Any applications for a associated TENS LICENSE must have first received written approval from Seaford Town Council and follow their event policy and procedure ahead of being obtained or actioned.
16. The Licensee shall not do anything that may disturb or endanger wildlife.
17. The Licensee shall inform Seaford Town Council and the filming team of any filming enquiries in the area or associated courtyard.

30.a Filming income for the courtyard will be discussed and confirmed by Seaford Town Council and the filming lead.

30.bThe Licensee agrees to not take any additional income of this nature without previous consent from Seaford Town Council.

1. The Licensee shall inform Seaford Town Council of any event enquiries at South Hill Barn or the associated land.
2. The Licensee understands that South Hill Barn is an active event venue and will always work with event bookers to support and facilitate their event experience. Any concerns with event booking must be raised via email to the Events Officer at Seaford Town Council.
3. The Licensee will have access to the side barn for some storage and seating but will ensure at all times the space is well kept and accessible. Use of the side barn space is at all times managed by Seaford Town Council and no events are to take place without prior approval.

**Products & Sales**

1. The Licensee shall not without the previous consent in writing from Seaford Town Council, carry on or suffer to be carried on any trade or business other than that stipulated and agreed within this document.
2. No food, goods, articles, or anything of any description shall be sold, deposited or displayed outside the agreed concession footprint, and the rights of sale apply strictly within the footprint allocation.
3. No food goods articles or anything else of any description shall be hawked outside of South Hill Barn Courtyard area by the Licensee or by any person employed by or acting on behalf of the Licensee.
4. The Licensee agrees to only produce or sell the agreed items within their contract. Sub-letting or change of purpose or product must be first approved by Seaford Town Council in writing and could require full council approval. Should Seaford Town Council have any unaddressed concerns regarding infringement on this public policy they reserve the right to terminate within 7 days written notice.

**Responsibilities, Repair, Condition & Maintenance**

1. Seaford Town Council shall not be responsible for any death, injury, damage, or loss sustained by the Licensee resulting from high seas, storm, tempest or any other cause whatsoever except where such death or personal injury is caused by the negligence of Seaford Town Council.
2. Seaford Town 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.
3. The site is from time to time subjected to heavy winds being in an exposed location, Seaford Town Council accepts no responsibility for loss of business or for the condition of the concessions infrastructure resulting therefrom.
4. The Licensee shall maintain their vehicles, powered equipment, other fittings and/or furniture to a suitable standard so as not to disturb residents and visitors’ quiet enjoyment of this SSSI site.
5. The Licensee shall ensure that the generation of power and provision of water is achieved without detriment to the environment and without the use of generators.
6. The Licensee shall keep the kiosk, the surrounding site and any other such areas, clean and tidy to the satisfaction of the Council acting reasonably.
7. The Licensee shall provide sufficient litter and recycling receptacles outside the Kiosk and shall make suitable arrangements for the collection and removal of waste to the satisfaction of the District Council’s Director of Planning and Environmental Services and shall at all times keep the site free of litter resulting from the exercise of the rights conferred by this Licence.
8. No alterations or additions to South Hill Barn or the Courtyard space are permitted without prior written consent from Seaford Town Council.

**Cleaning & Waste Management**

1. The Licensee agrees to support Seaford Town Council by maintaining a clean, clear, and accessible area around their concession and will maintain the footprint associated to their concession agreement to the highest standard. This includes supporting with waste management within the agreed footprint and immediate vicinity of their site.
2. The Licensee agrees to monitor the neighbouring compostable toilets and inform Seaford Town Council when they require emptying, consumables, and any associated issues with the facilities.
3. The Licensee maintains any compostable toilet provided within South Hill Barn Courtyard for patrons. The Licensee will ensure the contractor complies with the requirements of the site and will advise of any of issues to Seaford Town Council in writing.
4. The Licensee shall provide sufficient litter receptacles inside and outside their concession and shall make suitable arrangements for the collection and removal of litter to the satisfaction of Seaford Town Council and another other governing body; the Licensee is responsible for the cleanliness of the site and shall at all times keep the site free from litter resulting from the exercise of rights conferred by this Licence.
5. All concessions will be required to provide sustainable waste management at their site and must have their own waste bins.
6. The Licensee will always maintain a high standard of presentation of the concession and maintain a clean and tidy site throughout each operating day and at the end of each operating day.
7. The Licensee shall maintain clear and accessible areas around their concession and in the immediate vicinity. This includes providing clear signage for queuing and training staff to consistently consider and work to always ensure accessible access around the concession. Should Seaford Town Council have any unaddressed concerns regarding access or infringement on public access or land they reserve the right to terminate within 7 days written notice.

**Service, Quality & Certification**

1. The Licensee and all his/her employees shall be of good behaviour on site and always maintain a suitable standard of customer service and presentation.
2. The Licensee will be required to register in accordance with the provisions of the Food Premises (Registration) Regulations 1991.
3. The Licensee shall at all times maintain a minimum of 4 star ‘Food Hygiene Rating’ as set out by the Food Standards Agency.
4. If at any time the rating falls below 4 stars the Licensee must first comply with the requirements of the Environmental Health Officer and subsequently achieve a minimum 4 star rating upon re-inspection.
5. The Licensee will be required to obtain and display all legally required certificates to ensure the premises and Licensee is fit for purpose including Food Hygiene and Allergens Information.
6. The Licensee agrees to comply with the single-use plastics ban enforced by the UK government on 1st October 2023. Should Seaford Town Council have any unaddressed concerns regarding infringement on this public policy they reserve the right to terminate within 7 days written notice.

**Rights & Inspection**

1. All concessions are required to maintain regular communication with Seaford Town Council and the Licensee agrees to meet twice a year to maintain a healthy relationship with Seaford Town Council. Seaford Town Council will consistently review each concessions compliance and performance across the scaled matrix to ensure any emerging issues or concerns are captured. Should Seaford Town Council have any unaddressed concerns regarding a concession they reserve the right to terminate a concessions operating license within 7 days written notice.
2. Seaford Town Council reserve the right to inspect the site to ensure all elements of the agreement are being upheld. Any areas of concern will be reported to the Licensee. They will then be given the opportunity to promptly rectify the concerns. If concerns are not rectified during the agreed timescale, Seaford Town Council reserve the right to terminate the License within 7 days of written notice.
3. 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.
4. Seaford Town 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 Seaford Town Council nor from the operation of any mobile trader on Seaford Town Council land who is trading without Seaford Town Council’s consent. The Licensee also acknowledges that Seaford Town Council will be issuing Licences for other Concession sites around Seaford, including the seafront.
5. The Licence will not infer imply or impose any obligation or duty upon Seaford Town Council to remove or otherwise prevent or take action to remove or otherwise prevent any mobile trader from operating on Seaford Town Council land without Seaford Town Council’s consent.

**Insurance & indemnity**

1. The Licensee will provide Seaford Town Council with copies of all health and safety and insurance documentation annually for review.
2. The Licensee shall hold Seaford Town 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 Seaford Town 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.
3. The Licensee will be liable for any loss or damage to Seaford Town Council’s property where this loss or damage has been caused by their intentional, reckless, or grossly negligent act or this type of act by their family or employees working on their behalf.

**Advertising**

1. The Licensee shall clearly display in his/her kiosk the Licence obtained from Seaford Town Council
2. The Licensee shall not without prior consent display or permit to be displayed any advertisement other than those on the concession itself. Any such advertisement must adhere to planning conditions as set out by Lewes District Council as planning authority and have received Seaford Town Council permission ahead of sourcing or placement.
3. Seaford Town Council reserve the right to request for you to remove any advertising which has not received prior approval.
4. The Licensee shall not nor shall any person employed by or acting on behalf of the Licensee for the purpose of selling or advertising any article or of obtaining custom, tout or importune, either verbally or by the distribution of any handbills, circulars or advertisements or by the use of chimes, radio loudspeakers or any other like equipment.

**Payment**

1. No contract shall exist until first payment is made in full and a licence has been issued.
2. You cannot withhold payment due to any dissatisfaction.
3. The Licence payment for the full term is guaranteed upon signing the Licence. Quarterly instalments shall be made on the 31st March, 30th June, 30th September and 31st December via standing order.
4. The licence will be terminated if payment in full is not received by the due date listed.
5. The Licensee shall be responsible for the payment of general rates and all other outgoings i.e. service charges for water and electricity arising from the use of the concession site.
6. Seaford Town Council operates a transparent revenue model. The Licensee is required to share declared annual income revenue via professions accounts to ensure Seaford Town Council have an accurate picture of concession viability. Failure to provide revenue accounts could result in a License being revoked.
7. Quarterly payments are a legally binding requirement of this agreement, failure to pay within a timely fashion may result in termination of this agreement and may impact on future applications to Seaford Town Council.
8. The Licensee is required to complete and provide evidence of an active standing order upon success of application. The first payment will be required on the 31st of March 2025. Access will not be permitted without this.

**Termination**

1. On the termination of the Licence, the Licensee shall hand over the associated land footprint to Seaford Town Council in a clean and tidy condition, and in good repair. Failure to do so could result in legal action against the Licensee and all associated costs.
2. Seaford Town Council may revoke the Licence by seven days’ notice in writing if at any time there shall be a breach of any of the conditions but without prejudice to Seaford Town Council’s rights and remedies in respect of such breach.

**Freedom of Information**

1. Information in relation to this Application may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 and the Environmental Protection Regulations 2004 and/or published under the Transparency Code.
2. We will publish the successful Applicants name, contract value and summary offer with end date. Applicants should clearly state if any of the information supplied by them outside of this, in their application, is considered by them to be confidential or commercially sensitive or should not be published or disclosed in response to a Request For Information. This information should be provided on separate sheets. Applicants should state why they consider the information to be confidential or commercially sensitive.
3. The indication that information is confidential or commercially sensitive or should not be published or disclosed will not guarantee that the information will not be disclosed but will assist the Council in making its decision on whether or not to publish or release the information. The final decision on release lies with the Council or the Information Commissioner, where there is an appeal against the Council’s decision.

**Toilet Facilities** ***(IF APPLICABLE)***

1. If a toilet exists within this concession, the cleaning, consumables and servicing of those toilets housed within the concession is required at your cost. Please confirm that you have understood that this arrangement is part of this agreement   
   **YES / NO**

**Application for the right to occupy under Licence**

***SOUTH HILL BARN***

***IMPORTANT:*** *Please read and sign the Terms and Conditions included within this application, before returning the form.*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name of Applicant: | |  | | | | | | |
| Position In Company: | |  | | | | | | |
| Company Name: | |  | | | | | | |
| Company Status: *(e.g. Sole Trader, Limited Company)*  *VAT registration no.&* Companies House no. *if applicable* | |  | | | | | | |
| Telephone: | |  | | | | | | |
| Email: | |  | | | | | | |
| Website: | |  | | | | | | |
| **Questions**  Please answer the following questions in English. Each answer should be no more than one sheet of A4. This is an opportunity to share what you hope to bring to the concession and community with your offering.  The evaluation process considers various factors which the evaluation panel will use to assess the suitability of each application. | | | | | | | | |
| 1. **Business Proposal: SCORE 10**   Please provide your business plan as an attachment with a summary of your core offer, aims and expectations for the concession here. | | | | | | | | |
|  | | | | | | | | |
| 1. **Business Experience: SCORE 5**   Please give a summary of your experience in relation to running this concession type. | | | | | | | | |
|  | | | | | | | | |
| 1. **Trading Hours: SCORE 5**   Trading is to be within the core times, detailed in the T&C’s below (*Item 10, 11 & 12*). Where this is proposed to be varied, please provide details below and scores will be reflected accordingly and deducted for a lesser offering. | | | | | | | | |
|  | | | | | | | | |
| 1. **Experience & Personal Credentials: SCORE 5**   Please give a summary of your experience and qualifications you have which are relevant to the services and why you feel you would be the right fit to for the space? | | | | | | | | |
|  | | | | | | | | |
| 1. **Financial Viability: SCORE 5**   Please give a summary of your annual financial forecast for this concession together with the last two years accounts summary or self assessment tax forms. Failure to provide that, bank statements showing financial viability may be considered. | | | | | | | | |
|  | | | | | | | | |
| 1. **Does your business have:** | | | | | | | | |
| 1. **an Equal Opportunities policy which you attach?** | | | | | **YES** | | **NO** | |
| 1. **a Health & Safety policy which you attach?** | | | | | **YES** | | **NO** | |
| 1. **Community & Health & Wellbeing Impact: SCORE 10**   Please provide a summary of how you will engage with the local community and visitors.  Please describe how your offering will support the health and wellbeing of users? Describe the ways you will apply your equal opportunity & H&S policies to this concession. | | | | | | | | |
|  | | | | | | | | |
| 1. **Sustainability Statement: SCORE 5**   Please provide details of the sustainability ethos of the business with any key environmental incentives you plan to run. How will you implement a plastic free concession? | | | | | | | | |
|  | | | | | | | | |
| 1. **Does your business have a sustainability policy which you attach?** | | | | | **YES** | **NO** | | |
| 1. **Seaford Town Council is committed to support the Plastic Free Coastlines Campaign. Please confirm that in alignment with the 2023 Ban on Single Use Plastic Legislation your business is plastic free.** | | | | | **YES** | **NO** | | |
| 1. **Other Site Ownership: SCORE 5**   Please give details of any other sites or businesses you have within 25 miles and explain how you will be able to operate all of them without any detriment. | | | | | | | | |
|  | | | | | | | | |
| 1. **Have you or your business ever held contract or licence with Seaford Town Council in the past?** | | | | | **YES** | | | **NO** |
| **If yes, please provide details of any breaches:** | | | ***Points will be deducted at the summary 5 for serious and 3 for minor.*** | | | | | |
| 1. **References: SCORE 5**   Please list below details requested of two organisations (OTHER THAN THIS TOWN COUNCIL) for which your organisation has in the last three years carried out services which are similar in nature to the services required. Please attach a written statement from each on a letterhead supporting your suitability to this concession. Where a new business is applying, character references will be accepted. | | | | | | | | |
|  | **Ref 1** | | | **Ref 2** | | | | |
| **Name and Address of Organisation and Department** |  | | |  | | | | |
| **Officer and contact phone number** |  | | |  | | | | |
| **Contract Title** |  | | |  | | | | |
| **Start Date and length of Contract** |  | | |  | | | | |
| **Type of Service** |  | | |  | | | | |
| **Contract Value over term** | **£** | | | **£** | | | | |
| 1. **Added Value: SCORE 5**   What are your proposals for added value? | | | | | | | | |
|  | | | | | | | | |

**Price**

**PLEASE NOTE:** A transparent revenue model must be adopted by all applicants. This means providing Seaford Town Council with declared annual income via professional accounts or self-assessment tax returns.

I/we the undersigned hereby agree to pay the under mentioned sum(s) for a Licence to occupy the site as described above and, in the location, shown on the plan. You may also offer a value of profit share as identified in your business plan.

I/We understand that I/we may make an offer for a one-year licence.

**Fee Offer Submission:**

|  |  |
| --- | --- |
| **YEAR** | **Fee Offer in £**  **(Score 90)** |
| Year 1 | £ |
| Year 2 | £ |
| Year 3 | £ |
| Year 4 | £ |
| Year 5 | £ |

***IMPORTANT:***Seaford Town Council reserve the right to negotiate any provided figures following successful selection across the concessions matrix to ensure commercial viability of this site. In addition, Seaford Town Council and the Licensee will explore the annual license fee for any additional months or years at the point of re-evaluation.

**Guarantor**

Please confirm the details of any willing guarantor(s) who are agreeable to guaranteeing the obligations of the Applicant under this agreement.

|  |  |
| --- | --- |
| Name: (Please print): |  |
| Email: |  |
| Telephone: |  |
| Address: |  |
| Capacity of Guarantor: |  |

|  |
| --- |
| Declaration |
| I/we declare that the information contained in the application form is true and correct.  I/we confirm that I have not deliberately withheld any relevant information that could affect the Council’s decision to enter into a concession licence with me.  I/we understand that any false or misleading information or omissions, may disqualify my application or may render my licence, if awarded, liable to termination.  Signed: Date:  Name/s:  Company:  **Submitting this completed application form electronically signifies your acceptance of ALL of the above declaration.** |