

Mobile Catering Concession

Kilmorie Car Park, Ilsham Road, Torquay, TQ1 2HY
Daddyhole Plain, Daddyhole Road, Torquay, TQ1 2ED
Hollicombe Gardens, Torquay Road, Paignton, TQ3 2DP

£Offers Invited



Photo shows general Area, and not the specific Area relating to these Rights

Commercial information

Offers invited

Tender information

Interested parties are to submit offers by no later than

12 o'clock, Noon, on Monday 4th April 2022.

To view this property or request more details, contact:

TDA, Tor Hill House Union Street, Torquay, TQ2 5QW

Tel: 01803 926310

Email: enquiries@tda.uk.net

KEY FEATURES

- Opportunity to operate mobile catering concessions at three locations.
- Licence agreement of up to 5 years.

FULL DESCRIPTION

Tenure: Licence

Introduction. TDA on behalf of Torbay Council invites offers from parties interested in entering into Licence for a term of up to 5 summer seasons for the right to operate three mobile catering locations. The rights will be contained in a licence to include the terms and conditions outlined in this document.

Locations. Kilmorie Car Park is situated to the southern end of Ilsham Road and adjoining the eastern end of Meadfoot Sea Road, Torquay, located adjacent to Meadfoot Beach.

Daddyhole Plain is located off Daddyhole Road, Torquay. The area is adjoining the car park and is very close to the South West Coast Path. The site enjoys the benefit of an elevated position with commanding views out towards Tor Bay.

Hollicombe Gardens is situated adjoining Hollicombe Beach on the South West Coastal Path. The Gardens are popular all year round.

The site for the Mobile catering opportunity will be located within the areas as outlined in red on the enclosed plans EM2832, EM3015 & EM3016. The precise location is to be agreed between the parties; however Torbay Council reserves the right to finally determine the exact location.

Viewing. Interested parties are free to view the location at their leisure.

Rateable Value. This trading opportunity is not currently assessed for Business Rates; however the Tenant will be responsible for the payment of any business rates that may become due during the period of the Licence. We advise all interested parties to check with the Local Authority's non-domestic rates department in respect of their specific intentions.



Tenders: Interested parties are invited to submit offers for a licence by way of a sealed informal tender, using the below Tender Form.

Tenders must be submitted in a sealed envelope, clearly marked with concession 'Mobile Catering Concession Torquay and Paignton' but should not bear any mark which might identify the sender.

Tenders must be returned to the Estates Manager, TDA, Tor Hill House, Union Street, Torquay TQ2 5QW by no later than **12 o'clock, Noon, on Monday 4th April 2022.**

To view this property or request more details, contact:

TDA, Tor Hill House Union Street, Torquay, TQ2 5QW
Tel: 01803 926310 Email: enquiries@tda.uk.net

Disclaimers. These particulars are prepared as a general guide only for prospective Licensees of the Rights. Any interested parties should not rely on them as statements or representations of fact and must satisfy themselves as to the correctness of the information provided by inspecting the site and making any necessary preliminary inquiries relating to their intended use before submitting any offer since TDA or Torbay Council are unable to offer warranties in this regard.

TDA accepts no responsibility for any expenses incurred by any interested parties in inspecting the site, making further enquiries or in submitting any offers (successful or otherwise) for the rights, including in the event that an alternative offer has been accepted or the proposed right is withdrawn.

Care must be taken when visiting the site. Except for death or personal injury caused by its negligence TDA and Torbay Council shall not accept any responsibility for any loss or damage suffered when viewing the site. Interested parties are deemed to accept this disclaimer by entering onto the site.

TDA is a trading name of Torbay Economic Development Company Limited, a company registered in England and Wales No. 7604855 Registered Office Tor Hill House, Union Street, Torquay, Devon TQ2 5QW



To view this property or request more details, contact:

TDA, Tor Hill House Union Street, Torquay, TQ2 5QW
Tel: 01803 926310 Email: enquiries@tda.uk.net

GENERAL TERMS AND CONDITIONS OF THE PROPOSED LICENCE

Subject to Contract

1. The Licensee shall be permitted to operate at three sites
 - a. Kilmorie Car Park, Torquay, shown edged red on plan no. EM3015.
 - b. Daddyhole Car Park, Torquay, shown edged red on plan no. EM2832.
 - c. Hollicombe Gardens, Paignton, shown edged red on plan no. EM3016.
2. The precise location is to be agreed between the parties; however The Council reserves the right to finally determine the exact location.
3. The Licence to be for a term of five years, commencing on completion of the Licence.
4. The Licence fee shall be payable monthly in advance by direct debit.
5. If the Council shall at any time during the Licence period require the possession of the site(s) for the purposes of its own use or for the redevelopment of the area, the Council may give the Licensee three months written notice to terminate the Licence at any time.
6. The Licensee shall be permitted to sell hot and cold beverages, hot and cold snacks and ice creams. The Licensee shall not be permitted to sell alcoholic beverages.
7. The Licensee shall provide roadworthy vehicles, that must be taxed and insured suitability equipped to dispense drinks, ice cream, etc, in accordance with the permitted use, as detailed above in a hygienic manner and in all respects to the satisfaction of the Council's Principal for Safety & Licensing. The Licensee agrees to ensure that prior to the sales, to submit details and obtain the consent of the Council's Principal for Safety & Licensing, as to the manner in which the service and storage of boiling water should take place.
8. The Licensee shall be responsible for contacting the Council's Principal for Safety & Licensing before commencing trading in season during the Licence period, in order that the equipment can be inspected.
9. The Licensee shall adopt and agree with the Council's Principal for Safety & Licensing Safety Code of Practice providing for the following:-
 - a. An approved board displaying prices.
 - b. The name and address of the concession holder.
 - c. An appropriate form of dress or uniform to be worn by the Licensee or their employees at all times.
 - d.
 - e. The age of the responsible person on site to be at least 18 years of age.
 - f. The person in charge and any employee shall not consume or be under the influence of alcohol or drugs during any period of duty.
 - g. All staff employed to have a good knowledge of the immediate area.
 - h. The Licensee shall submit a Health and Safety statement in respect of the use of any vehicle used to manoeuvre the equipment to and from the site prior to commencement of the Licence.

To view this property or request more details, contact:

TDA, Tor Hill House Union Street, Torquay, TQ2 5QW

Tel: 01803 926310

Email: enquiries@tda.uk.net

- 10.** The Licensee shall be responsible for complying with all statutory requirements and obligations (including those relating to planning) and without prejudice to the foregoing shall have particular regard to all statutes, regulations and other legislation regarding food health and safety.
- 11.** The Licensee shall be permitted access to the sites across Council owned land on a daily basis, for the purposes of moving the equipment, restocking, servicing and removal of waste.
- 12.** The Licensee shall not use the sites, or conduct themselves in such a way, as to constitute a nuisance or annoyance or cause danger or inconvenience to Torbay Council, the public or to the owners or occupiers of any adjoining premises.
- 13.** The Licensee must comply with the Council's Bye-Laws and Regulations for the time being in force which must not be infringed. Touting for business is prohibited by the Council's Byelaws.
- 14.** The Licensee shall be responsible for the regular clearance of all litter and refuse from the immediate vicinity of the sites and provide suitable refuse receptacles and be responsible for the removal of such receptacles and the litter therein at the end of each day's trading.
- 15.** The Licensee must keep the sites clean and tidy and to be responsible for the collecting of all litter that is reasonably associated with their trading from the site, whether that be one of the litter receptacles or otherwise.
- 16.** The Licensee will be responsible for all outgoings levied or to be levied on the sites, including payment of rates, if applicable.
- 17.** The Licensee shall indemnify and keep indemnified the Council from all liability in respect of loss, damage, actions, proceedings, suits, claims, demands, costs, damages, liability and expenses in respect of any damage or injury to any person or property by reason of or arising in any way directly or indirectly from the Licensee's use of the site, and take out and maintain third party insurance for all loss or damage however caused.
- 18.** The Licensee shall be responsible for obtaining a Street Trading Licence from the Principal for Safety & Licensing and for the payment of the appropriate fee. The Street Trading Licence shall include the following:
 - a. The Licensee must be registered as a food business.
 - b. Where applicable the Licensee must provide a valid gas safety certificate.
- 19.** The Licensee shall maintain a Food Hygiene Rating Scheme rating of 3* or more.
- 20.** The Licensee shall take out and maintain third party insurance in a minimum sum of FIVE MILLION POUNDS (£5m) for all loss or damage however caused but it shall be the responsibility of the Licensee, having taken any necessary professional advice, to determine the appropriate level of cover reflecting the nature of his business and the perceived level or risk. Written evidence that such public liability insurance has been effected shall be produced to the Council before the commencement of the Licence and the Licensee shall notify the Council prior to any change in or on the expiry of or other termination of his insurance cover and will review the level of cover annually and further evidence of cover shall be provided to the Council upon request.
- 21.** The Council may require that any Licensee will be subject to basic DBS (Disclosure and Barring Service) check at the Licensee's own cost.

To view this property or request more details, contact:

TDA, Tor Hill House Union Street, Torquay, TQ2 5QW

Tel: 01803 926310

Email: enquiries@tda.uk.net

- 22.** With regards to planning consent the applicant is encouraged to make enquiries with Torbay Council's Planning Department to ascertain whether or not planning consent will be necessary.
- 23.** The Licensee shall seek the Councils consent before seeking the installation of an electricity supply to the site shall, such consent may be withheld.
- 24.** The Licensee is to use a suitable generator if necessary for the Licensee's business, provided that the generator does not cause any disturbance to users of the sites.
- 25.** There is no provision for waste water disposal from the site and the Lessee must make suitable arrangements in this respect. Discharges of waste on to the property or surrounding area will not be permitted.
- 26.** The Licensee shall not be permitted to assign, sublet or in any way transfer the benefit of the Licence.
- 27.** The Council may terminate the Licence in writing upon breach of the Licensee's obligations or on any attempted or purported assignment of the rights granted by the Licence.
- 28.** The Licensee must not make any amendments or alterations to the site, and the Licensee shall repair and make good any damage to the site caused as a result of its use or occupation of the site.
- 29.** The Licence will not be a Lease and the Licensee shall not be afforded any security of tenure as contained in Part II Landlord and Tenant Act 1954.
- 30.** The Council shall reserve the right to forfeit the Licence in the event that the Licence Fee, or any payment due under the Licence, is in arrears for more than 21 days from the date on which it was due, or if the Licensee fails to properly observe its obligations under the Licence.
- 31.** These Terms and Conditions to be incorporated into a formal licence to be prepared by Torbay Council's Legal Services. The Licence to contain such other terms as may be deemed appropriate to a Licence of this nature.
- 32.** The applicant may choose to have legal representation for this transaction and if so, the applicant will be responsible for their own legal fees.
- 33.** The Licensee shall be responsible for paying TDA's reasonable surveyor's costs of £200 + VAT. The Council's legal costs of will be payable if a licence is granted for more than one season.

To view this property or request more details, contact:

TDA, Tor Hill House Union Street, Torquay, TQ2 5QW
Tel: 01803 926310 Email: enquiries@tda.uk.net

SITE PLANS



To view this property or request more details, contact:

TDA, Tor Hill House Union Street, Torquay, TQ2 5QW
Tel: 01803 926310 Email: enquiries@tda.uk.net



To view this property or request more details, contact:

TDA, Tor Hill House Union Street, Torquay, TQ2 5QW
 Tel: 01803 926310 Email: enquiries@tda.uk.net

© Crown copyright and database rights 2017 Ordnance Survey 100022695.



0 100
metres
Scale: 1:1,250

EM Plan No: EM3016
Date: 28th November 2017
Title: Hollacombe Park, Paignton

Asset No:
LR Title No: DN82435
Scale: 1:1250
Area: 308 m²



TORBAY DEVELOPMENT AGENCY - ASSET MANAGEMENT

To view this property or request more details, contact:

TDA, Tor Hill House Union Street, Torquay, TQ2 5QW
Tel: 01803 926310 Email: enquiries@tda.uk.net

TDA

TENDER FORM (SUBJECT TO CONTRACT)

Mobile Catering Concession, Torquay & Paignton.

Name(s):.....

Address:.....

.....

Telephone No:..... Email address:.....

I/We wish to tender the licence fee of £..... per season exclusive of VAT for the right to licence the sites Kilmorie Car Park, Daddyhole Plain and Hollicombe Gardens within the areas as shown on the attached plans EM3015, EM2832 and EM3016.

TDA will arrive at the successful bidder by assessing the financial offer and also the experience and capability as demonstrated within the tenderer's offer, and it is advisable to provide a detailed response to the requests for information within this Tender Form.

Any decision will be scored by attributing 70% to the financial offer and 30% to experience and capability. The scoring will be between 1 and 10 with 1 being the lowest/ poorest and 10 the highest /best score.

Demonstration of background, experience, qualifications and suitability for operating a refreshment trading or catering business:

.....

.....

..... Continue on additional sheet if necessary.

I/We understand that Torbay Council reserves the right not to accept the highest or any other offer submitted.

I/We have read the terms and conditions set out in this document and agree to be bound by them.

This form, along with any additional information, should be posted to the Estates Manager, TDA, Tor Hill House, Union Street, Torquay, TQ2 7ED **by no later than 12 o'clock, Noon, on Monday 4th April 2022.**

General Data Protection Regulation (GDPR Regulation EU 2016/679) and Data Protection Act 2018 – TDA is committed to ensuring that any data that is provided within this tender document will only be used for the specific purpose of deciding which bid to accept in order to grant a licence. It will only be disclosed to the Council or other external parties for related purposes or as required by law. All data processing will be done in accordance with GDPR and Data Protection Act 2018. For information regarding your personal data ONLY please contact Torbay Council Information Governance Team on 01803 207467.

All information provided on this form will be deemed to be commercially confidential.

To view this property or request more details, contact:

TDA, Tor Hill House Union Street, Torquay, TQ2 5QW

Tel: 01803 926310

Email: enquiries@tda.uk.net