



Plymouth City Council

Catering and Bar Concessions

British Firework Championships

Wednesday 13th & Thursday 14th August 2025

Plymouth Hoe

SITE LICENCE DRAFT

Part I – General Provisions

1. Site

Entry and exit will be VIA RAMP AT EAST END OF THE HOE

The limits of the site must be strictly adhered to.
(The Council reserve the right to move the position of the site if necessary).

2. Period of Occupation

The licence will commence from:

Tuesday 12th August Starting from 09.00hrs &
Friday 15th August Terminating at 10:00hrs

(TRADING AND CONCESSION OPENING TIMES – see point 15)

The Licensee shall not enter onto site prior to **09.00hrs** on **Tuesday 12th August 2025** without prior agreement with The Events Team.

Upon arrival licensees shall be allocated and directed to a trading pitch by a Council Officer. The Council's word as regards to the allocation of pitches is final and the licensee shall be expected to comply with the requirements and directions of the Council's supervising officers on site in this respect. Please note that the Council reserves the right to revoke forthwith the licence of any licensee who fails to co-operate with its Officer's reasonable requests, without refund of any monies or payment of compensation.

Licensees are to set up their catering outlets before **12:00** on **Wednesday 13th August 2025**. There is to be no movement of support vehicles after this time.

The site must be completely cleared and vacated by **10.00** on **Friday 16 August 2025**.

3. Licence Fee, Deposit

The licence fee will be the sum tendered by the successful tenderer and shall be payable in full, upon receipt of the Council's invoice by noon on **Friday 1st August 2025**.

The licensee is to pay the council by **Friday 1st August 2025**, a refundable deposit of £1,000.00. This deposit may be applied by the Council in settlement of or as a contribution towards settlement of any claims, damages or other liability that the licensee may have under the terms of this licence.

The use of the deposit by the Council towards the settlement of any claim shall not in any way prejudice the right of the council to recover additional monies from the licensee.

4. Vehicles, Equipment and Safety

The licensee will be responsible for hiring or providing all food sales outlets and other equipment at their own expense.

Mains electricity for some outlets may be available; to use the mains power boxes you must use the Council's event contractor and there may be a small charge. All other food sales outlets and other associated equipment shall be powered by their own silent running generators. If it is necessary to run cables to the outlets they should be overhead and at a minimum height of 8'6". Any ground run cables must be protected by cable ramps, but this should be avoided wherever possible. The licensee shall be responsible for all safety aspects and shall ensure that there is no danger to operatives and members of the public.

All vehicles, catering outlets and infrastructure must be in good condition. Any vehicle movement on and off site must be completed by a suitably trained banksman in Hi-Vis provided by the licensee. Vehicles must travel no more than 5mph with hazard lights on. Vehicle movement must be kept to an absolute minimum and the Events Team have the right to stop movement when there are high levels of public in the area.

It is the licensee's responsibility to ensure that all food sales and all other associated equipment is safe for use and positioned in a safe manner.

Where applicable, the licensee shall ensure that no food outlet (or other associated equipment) is used on site without valid Gas and Electrical Safety Certificates (provided respectively by a Gas safe registered engineer and an N.I.C.E.I.C. approved electrician). The licensee shall forward any such safety certificates to the Council within four weeks of access to the site or available for inspection on the event day by agreement. The council may commission a Gas safety engineer to conduct independent safety checks ahead of the concession opening time, copies of the safety checks will be available for the Licensee on request. The Council have the right to request trading cease or a concession to close should there be sufficient grounds under H&S, or until any issue has been sufficiently resolved.

5. Sale of Food and Alcohol

The only food sales permitted will be those indicated by the successful tenderer on the Submission Forms. The sale of non-alcoholic drinks will be permitted from all food sales outlets. Alcoholic drinks shall not be sold from any other outlet apart from the two licenced bars. A personal licence holder must be available on site at all times when the bars are open. All bar sales must comply with the licensing objectives as defined in the site Premises Licence. Ice Cream can be sold from the three agreed ice cream vans. The sale of Burgers/Hot Dogs/Chips/Bacon Baps/ Roast Meats/Sandwiches/Baguettes/Crisps/ Hot Jacket Potatoes/Doughnuts/Waffles and Sweets/Confectionery/coffee from outlets other than those awarded the particular concession will not under any circumstances be permitted,

The Licensee must ensure that both vegan and vegetarian options are available as part of the Catering Food & Drink offering.

No glassware or glass bottles are to be handed to the public. The sale of cans is permitted, however all cans MUST be opened by the licensee at point of sale. No unopened or closed cans are to be distributed as these can be used as a projectile or weapon which can cause significant injury and harm.

It is strongly recommended that the licensee follows and supports local and national schemes to keep people safe whilst enjoying a day or night out. Further information can be found below:

[Ask for Angela - Are you OK?](#)

[Stamp Out Spiking – Campaigning to stop drink spiking](#)

The Council in conjunction with its safety partners may ask the Licensee to display safety information pertaining to local and national safety schemes. The Council will supply all materials associated with this in advance of the concessions opening.

The Licensee is required to send copies of their food safety certification to the Council within four weeks of access to the site, this includes for all subcontractors (if being used).

NB: The licensee must apply for a standard Temporary Event Notice (TENs) via Plymouth City Council, specifically for the sale by retail of alcohol. The TENs must be applied for and notice served at least 10 clear working days before the event day (not including the event day and the day the notice is submitted). The TENs will not be restricted to 499 people due to the site area being covered by Plymouth Councils premises licence.

6. Plastics

To support Plymouth's 'Plastic Free' status, certain plastics will not be allowed on site and are banned as outlined below.

Banned items

- Plastic straws
- Plastic cutlery/stirrers
- Polystyrene trays
- Condiment sachets
- Drinks cartons/tetra packs
- Bottled still water regardless of whether these are in clear PET bottles as there will be well signposted water refill stations at the event site
- Any coloured PET bottles as these are not very recyclable
- Single use plastic hot drink cups
- Single use plastic cold drink cups
- Compostable items, such as 'Vegware' unless you organise for them to be commercially composted or ideally returned to the manufacturer. This is because there are currently no facilities in Plymouth for commercial composting.

The successful tenderer will also be required to provide a re-usable cup scheme in the bars and to allow the public to bring their own drinks cups (including for hot drinks). For further information on how to implement reusable cup schemes go to [Reusable-cups-guide-why-and-how.pdf \(vision2025.org.uk\)](https://www.vision2025.org.uk)

7. Price of Consumables

The prices of all foods and drinks available for sale shall be clearly and prominently displayed at each outlet.

8. Accessibility

The Licensee is to ensure all bars and concessions are briefed on how to provide an accessible service.

Large print menus or pricing lists must be provided for customers to hold and read on request.

Where possible, bars and concessions should have step free access and a lowered counter section. If this is not possible, the Licensee should ensure practicable solutions are put in place so that all customers are able to receive the same consistency of service throughout the duration of the event.

9. Head of Public Protection Service

The licensee will comply with the requirements of the Head of Public Protection Service concerning hygiene where applicable and any other statutory provisions that may arise. The licensee will ensure that all staff have the relevant training and/or qualification for the role, a training record and food hygiene certificates etc. should be available for inspection on the day



10. Waste Management

The Council shall provide ten large waste bin of 1100cc for catering outlets and 2 per beer unit for the hygienic disposal of trade refuse and shall ensure that all refuse is promptly removed from the site to an authorised tip. The licensee shall ensure that the site is kept in a clean and tidy condition at all times.

Current regulations mean that you will need to be registered as a waste carrier should you intend to remove any of your waste from site and not use the bins provided. Anyone transporting waste whilst travelling from job to job, to a storage place for disposal later or to a waste disposal company or waste site for further information go to <http://www.environment-agency.gov.uk/business/sectors/wastecarriers.aspx>

The licensee must take every precaution to avoid spillages or deposits of any kind on the site or adjoining areas, including the provision of drip trays if necessary.

The Licensee will be responsible for the safe and proper disposal of grey water, this should not be poured down drains onsite. Please tell us how you intend to get rid of your waste and your wastewater.

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11. Reinstatement

The licensee shall be responsible for reinstating to the satisfaction of the Council any damage to the site, the access road and any other property of the Council resulting from the use of the site by the licensee.

12. Site Works

The licensee will not undertake any site works without first obtaining the prior written agreement of the Council.

13. Indemnity

The licensee will indemnify the Council from and against all actions, proceedings, costs, claims, demands, damages and liability, including damage to property and injury to persons, whether or not fatal, arising from the grant of the licence, other than injury or death to persons attributable to negligence or wilful default on the part of the Council, its employees or agents.

The indemnity shall be underwritten by a policy of insurance issued by an office acceptable to the Council on terms to be approved by the Council. The amount of cover shall be at least £5,000,000 (Five Million Pounds) for any one incident, but otherwise unlimited during the period of the policy. The policy shall be submitted with the **Submission Form** and an in-date copy of the Licensees current insurance policy be sent to the Council four weeks prior to entering the site.

14. Nuisance

The licensee shall ensure that noise levels are kept to a minimum and will not use or allow to be used any whistles, sirens or the like which are likely to cause a nuisance or annoyance to local residents, members of the public or to the Council as organisers of the event. No music is to be transmitted at any time. The use of amplification equipment is prohibited.

All equipment capable of causing interference with television or radio reception shall be fitted with suppressers to avoid such interference.

15. Trading Times

The Bars and catering outlets shall trade between the hours of:

Wednesday 13th August 16.00hrs and terminate at 23.00hrs

Thursday 14th August 16.00hrs and terminate at 23.00hrs

(The trading hours during these times shall be at the discretion of the licensee).

Trading shall cease promptly at **23.00hrs.** on both days. Any overrunning may result in an additional fee being charged or the deposit being forfeit. The Council may ask the Licensee to stop trading at any point should an incident/set of circumstances occur that require it pertaining to H&S.

16. Personal Conduct

The licensee will be responsible for ensuring that all persons connected with the licence conduct themselves in a polite and responsible manner with members of the public and Council Officers.

17. Contravention

The Council reserve the right to revoke the licence forthwith in the event of any breach of these terms or any other agreement between the licensee and the Council without refund of any monies or payment of compensation. Such action by the Council shall be without prejudice to the exercise of any remedies it may have against the licensee in respect of the same or any antecedent breach of these terms.

18. Security

The licensee will be responsible for the safety and security of their property and the Council accepts no responsibility for loss, theft or damage to the same. Food sales /equipment shall be left at the sole risk of the licensee.

The licensee shall not keep dogs on the site where catering are involved.

Please be aware that you will be responsible to providing all infrastructures and staffing required under your licencing conditions for the sale of alcohol.

19. Advertising

No advertising publicity or distribution of any political material will be permitted at any time throughout the licence period

20. Risk Assessment

A Risk Assessment in respect of each 'type' of catering outlet must be forwarded to the Council four weeks prior to the event.

21. Weather

The Council will not refund any monies payable by the licensee on account of adverse weather conditions.

22. Cancellation

If the event is cancelled:

1. Within Plymouth City Councils control, such as a political decision – Plymouth City Council would refund all moneys back to the licensee.
2. Beyond the control of Plymouth City Council, such as force majeure situation – Plymouth City Council would refund all moneys back to the licensee as long as they have not arrived on site. For clarification, this means that prior to 09.00hrs on Tuesday 14th August 2025 no fees would be liable should Plymouth City Council have to cancel the event. However, once the Licensee arrives on site from the agreed time of 09.00hrs on Tuesday 14th August 2025 PCC would not refund any moneys to The Licensee should the event be cancelled as a result of a force majeure situation, which includes adverse weather conditions.

22a. Covid Restrictions

If these events are cancelled due to COVID restrictions there will be no site fee to pay. The licensee will be required to provide a full COVID risk assessment and policy and procedures in line with current Government guidance prior to access to site.

23. Formal Licence

These terms and conditions, together with any others that the Head of Legal Services considers necessary to safeguard the Council's interest will be incorporated into a Formal Licence Agreement. The licence shall not come into effect and entry to the site must not be taken by the licensee until the Formal Licence Agreement has been completed and returned to the Head of Legal Services and until the licence fee has been paid and until all items on the Checklist (as stated on the Form of Tender) have been produced to and approved by the Council.

Part II – Provisions Relating to Sub-Contracting

I. Acceptance of Tender

Prospective Licensees must indicate on the Submission Form whether or not they propose to sub-contract the whole or any part in the event of their tender being accepted.

In the event of the Council accepting a tender made on the basis that sub-contracting is proposed, the contract will incorporate provision for the same. In instances of tenders being accepted where the Licensee proposes to provide the service without sub-contracting, the contract will be drafted so as to prohibit sub-contracting.

2. Sub-Contractors

Where sub-contracting of a main contract is proposed, it will be subject to the following information being supplied to the Head of Public Protection Service and Lead Events Officer on or before noon on 11th July 2025:

- A. The name and address of each sub-contractor together with the name of the Local Authority with whom they are registered, details of their vehicles, trailers, tents etc. and colour photographs of the same,
- B. Copy/ies of the sub-contractors public liability insurance policy/ies, in the sum of at least £5,000,000 (Five Million Pounds).
- C. Copy Certificate(s) of Food Hygiene for the person(s) who will run/staff the outlet.
- D. Risk Assessment(s) in respect of the Sub-Contractors catering outlet(s).
- E. Copy/ies of Gas and Electrical Safety Certificates in respect of the sub-contractors catering outlet(s) (where applicable).

With regard to sub-contracting please note the following:

- (a) The licensee, or someone authorised to act on their behalf, must be present on site throughout the licence period in order to supervise their sub-contractor(s) and liaise as necessary with Council Officers;
- (b) The licensee is responsible at all times, and shall be liable for, the actions and omissions of their sub-contractor(s). It is the licensee's responsibility to ensure that both they and their sub-contractor(s) comply in all respects with the terms and conditions pursuant to which the Licence is granted. It is the licensee's responsibility, inter alia, to collect and ensure (prior to forwarding the same to the Council) that all sub-contractors:
 - (i) Hold current/valid Public Liability Insurance Policies in the sum of at least £5,000,000 (Five Million Pounds) in respect of the food outlet(s) to be used on site;
 - (ii) Hold valid Food Hygiene Certificates (NB: all persons staffing the outlet on the day should hold a valid Food Hygiene Certificate in their name);



- (iii) Hold current/valid Gas and Electrical Safety Certificates (where applicable) in relation to the food outlet(s) and other associated equipment to be used on site.
- (iv) Must be local Authority registered

I/We have read, and understood, the Licence - Heads of Terms and agree to all terms and conditions contained therein. I/We note in particular the content of clauses 11 and hereby agree to give the undertaking sought thereunder

SIGNED DATED.....
 (Please print name in block capital letters underneath)

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For or on behalf of (please use block capital letters)

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Contact telephone number(s).....

Full address, including postcode (please use block capital letters)

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