



## **Plymouth City Council**

**Bonfire Night Celebrations 2024**

**Tuesday 5th November 2024**

**Plymouth Hoe**

### **Food & Drink Catering Concessions**

## **SITE LICENCE**

### **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:

**5<sup>th</sup> November** but see point 14 regarding “Trading Times”.

Licensees shall not enter onto site prior to **09.00** on **Monday 4 November 2024** without agreement with Events Team

Upon arrival licensees shall be allocated and directed to a trading pitch by a Council Officer. The Council’s word as regards 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 **14:00** on **Tuesday 5 November 2024**. There is to be no movement of support vehicles after this time.

The site must be completely cleared and vacated by **10.00** on **Wednesday 6 November 2024**.

Permitted trading times are between **17:00** and **22:00** on **Tuesday 5<sup>th</sup> November 2023**.

### 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 or by noon, on **Friday 25 October 2024** whichever date is the earlier.

The licensee is to pay the council by **Friday 25 October 2024** a refundable deposit of £500.00. 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, this includes all catering and bar infrastructure and marquees.

Mains electricity for some outlets may be available, to use the mains power boxes you must use the Council's event contractor and there will be a charge for the power used. A utility reading will be taken before and after the event by a suitably qualified person as designated by the Council. 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 provided by the licensee.

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 two weeks of access to the site or available for inspection on the day by agreement.**

### 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 one licenced bar. A personal licence holder must be available on site at all times when the bars are open. 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).

Ice Cream can be sold from the 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.

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](#)

## **6. Plastics**

To support Plymouths '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
- 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 \(vision2025.org.uk\)](#)

## **7. Price of Consumables**

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



**8. 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.

**9. Waste Management**

The Council shall provide one large waste bin of 1100cc per catering outlet and 3 per beer tent 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.

Vendors 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 waste water

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**10. 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.

**11. Site Works**

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

**12. 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**.

### **13. 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.

### **14. Trading Times**

The catering outlets for food and soft drinks shall trade between the hours of **Tuesday 5 November 17.00** and terminate at **22.00**. Any overrunning may result in an additional fee being charged or the deposit being forfeit.

### **15. 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.

### **16. 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.

### **17. 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 infrastructure and staffing required under your licencing conditions for the sale of alcohol.

## **18. Advertising**

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

## **19. Risk Assessment**

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

## **20. Cancellation**

If the event decision to cancel the Event is with the Councils control, such as a political decision. Any monies payable by the licensee would be refunded.

Any cancellation, beyond the control of the Council, any monies would be refunded back to the licensee as long as they have not arrived on site.

For clarification, this means that prior to 09:00 on Monday 4 November, no fees would be liable should the Council have to cancel the event. However, once the Licensee arrives on site from the agreed time of 09:00 on Monday 4 November, any monies payable to the Licensee should the event be cancelled as a result of a force majeure situation, which includes adverse weather conditions, will not be refunded.

## **21. Sponsorship**

Plymouth City Council are proactively seeking sponsors for this event. The Concessionaire agrees to adopt a cooperative approach to reach a mutually agreeable solution should PCC wish to appoint a Sponsor of a particular type. This may include food/drink site activations, giveaways, provision of a particular product, granting exclusivity of sale on a particular product and/or pouring rights.

## **23. Formal Licence**

The licence shall not come into effect and entry to the site must not be taken by the licensee until the Licence Agreement has been completed and returned 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**

### **1. 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 on or before noon on **Friday 18 October 2024**.

- 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).
- F. Copy/ies of an up to date food management system.

#### **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
- (v) Provide copy/ies of an up to date food management system.
- (vi) Provide copy/ies of the sub-contractors risk assessments.

**I/We** have read, and understood, the Licence - Heads of Terms (ref:) and agree to all terms and conditions contained therein. I/We note in particular the content of clauses 1 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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