

**TO LET BY INFORMAL TENDER
REFRESHMENT CONCESSIONS AT**

- i) KINGS GARDENS, SOUTHPORT**
- ii) MARINE PARK, WATERLOO**
- iii) MARINERS ROAD, CROSBY**
- iv) NORTH AND SOUTH PARKS**
- v) PRINCES PARK, SOUTHPORT**
- vi) AINSDALE FORESHORE SITE 3**
- vii) MARINE DRIVE CAR PARKS, SOUTHPORT**

Property and Building Services
Ground Floor Magdalen House
30 Trinity Road, Bootle
L20 3NJ

PARTICULARS OF TENDER

Refreshments Concessions at

- i) Kings Gardens, Southport – 1st April 2026 to 31st March 2027**
- ii) Marine Park, Waterloo – 1st April 2026 to 31st March 2027**
- iii) Mariners Road, Crosby – 1st April 2026 to 31st March 2027**
- iv) North and South Parks – 1st April 2026 to 31st March 2027**
- v) Princes Park, Southport – 1st April 2026 to 31st March 2027**
- vi) Ainsdale Foreshore Site 3 – 1st April 2026 to 30th September 2026**
- vii) Marine Drive Car Parks, Southport - 1st April 2026 to 30th September 2026**

1. Introduction

Sefton Council is offering by way of Informal Tender seven sites across the Borough

The Sites will be offered for one year/summer season and brief details and a plan showing the locations for the mobile vehicle/stand at each concession are included under point 2, below, **Sites to be Offered by Way of Informal Tender** and at the end of the particulars. Sales at these locations are to be conducted from a mobile vehicle or stand, the design and type of which must meet with the Council's approval. Tenderers shall provide the registration number of the vehicles together with proof of ownership and appropriate insurance cover for each.

Further relevant information in relation to the Sites that should be considered by Tenderers is detailed below: -

Ainsdale Beach – a pop-up food and drink concession operates at Ainsdale Seafront adjacent to the beach entrance at the end of Shore Road.

It is the Tenderers' responsibility to make their own investigations as to whether there are other food, drink and retail outlets in the vicinity of the sites being advertised. Upon the submission of a Tender, the tenderer will be deemed to have full knowledge of all the facts relating to the concession.

The Council reserves the right to set up and/or offer additional food and drink concessions and pop-up events at other locations within the Borough throughout the term of the concessions. No compensation will be paid to tenderers as a result of these additional concessions.

Tenderers also need to make their own investigations as to whether charges apply to any car parks in the vicinity of the trading location

Any Tenderer owing money to the Council on the closing date for receipt of tenders will not have their tender considered.

2. SITES TO BE OFFERED BY WAY OF INFORMAL TENDER

i) Kings Gardens, Southport Ice cream and soft drinks

Tenders are invited for a Licence to retail ice cream, soft drinks, crisps and confectionery, excluding hot food, hot drinks and snacks from this location as shown on the attached plan for one year from 1st April 2026 expiring 31st March 2027.

- ii) **Marine Park, Waterloo**
Ice cream and soft drinks
Tenders are invited for a Licence to retail ice cream, soft drinks, crisps and confectionery, excluding hot food, hot drinks and snacks from this location as shown on the attached plan for one year from 1st April 2026 expiring 31st March 2027.
- iii) **Mariners Road, Crosby**
Ice cream and soft drinks
Tenders are invited for a Licence to retail ice cream, soft drinks, crisps and confectionery, excluding hot food, hot drinks and snacks from this location as shown on the attached plan for one year from 1st April 2026 expiring 31st March 2027.
- iv) **North and South Parks**
Ice cream and soft drinks
Tenders are invited for a Licence to retail ice cream, soft drinks, crisps and confectionery, excluding hot food, hot drinks and snacks from the 26 locations detailed below as shown on the attached plan for one year from 1st April 2026 expiring 31st March 2027.
- v) **Princes Park, Southport**
Ice cream and soft drinks
Tenders are invited for a Licence to retail ice cream, soft drinks, crisps and confectionery, excluding hot food, hot drinks and snacks from this location as shown on the attached plan for one year from 1st April 2026 expiring 31st March 2027.
- vi) **Ainsdale Foreshore Site 3**
Ice cream and soft drinks
Tenders are invited for a Licence to retail ice cream, soft drinks, crisps and confectionery, excluding hot food, hot drinks and snacks from this location as shown on the attached plan for one season from 1st April 2026 expiring 30th September 2026.
- vii) **Marine Drive Car Parks, Southport**
Ice cream and soft drinks
Tenders are invited for a Licence to retail ice cream, soft drinks, crisps and confectionery, excluding hot food, hot drinks and snacks from this location as shown on the attached plan for one season from 1st April 2026 expiring 30th September 2026.

GENERAL CONDITIONS

Single Use Plastics

Across England, it is now illegal to sell or supply single use plastic straws and stirrers, the only exception being plastic straws can be provided to people with disabilities or medical conditions that require them. This policy is in the process of being revised and new regulations will come into force with effect from October 2023 and included below is a link to the government website which provides details what the changes are expected to be and the Licensee will be required to comply with these new regulations when they come into force [Far-reaching ban on single-use plastics in England - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/news/far-reaching-ban-on-single-use-plastics-in-england)

This national policy sits alongside a Sefton Council ban on single use plastics in all our mobile food and drink concessions across Sefton. Throughout the Licence period, the sale or free provision of the following single use plastics by Licensees will be strictly prohibited.

Plastic straws,
Plastic cutlery,
Plastic tubs, cups and lids (including polystyrene)
Plastic bags of any size

Biodegradable alternatives from sustainable sources should be procured in their place by the Licensee. A Single Use Plastics Supplementary Guidance to Mobile Food/Drink Concessionaires document has been produced by the Councils Energy Team and a copy of the same is provided with this Tender Pack. Prospective Concessionaires should refer to this prior to submitting their tender bid.

The Licensee should seek to minimize material waste and ensure their waste is legally collected (the Council may seek evidence of this through its enforcement powers and this may be extended to concessions being determined if not complied with). When materials are offered to the public the Council will require the Licensee to prioritize the adoption of materials that are biodegradable and/or from sustainable sources. This is particularly important when considering the issuing of food and beverages for consumption. Where this is not available the Licensee will be required to evidence their search attempts. The issue of cost is not a sufficient reason for not adopting a workable biodegradable / sustainable materials strategy.

The Licensee is also required to make provision for the return of waste/wrapping materials provided for safe disposal and/or recycling.

The Licensee should also be aware that Sefton Council has passed a motion that declares a Climate Emergency. This declaration commits the Council to have net-zero carbon emissions by 2030. Given the Council's desire to achieve net-zero-carbon emissions by 2030, there is an expectation that the Licensee should minimize emissions from its business.

The concession shall be operated from static sites. The Council reserves the right to amend the locations if conditions dictate.

Special Events

There are a number of Special Events planned for the sites during the period of the Licence. The Council reserves the right on these days to place additional catering outlets in the area over and above the sites referred to in this concession pack without payment of any compensation to the tenderer.

PROPERTY AND FACILITIES MANAGEMENT

Submitting a Tender Offer

Tenderers wishing to submit bids for more than one site must use **a separate Tender Form for each site being tendered for** (form provided at the end of the particulars.)

Tenderers are invited to fully complete the Tender Form which is incorporated into the document, and which must be **returned by email only** to sue.crompton@sefton.gov.uk not later **than 12 NOON ON FRIDAY 27th FEBRUARY 2026**

Allowances should be made by the tenderer for all the eventualities detailed when submitting the financial bid in the tender. Upon the submission of a tender, the tenderer will be deemed to have full knowledge of all the facts relating to the concession.

Please note that following a recent Tribunal case brought by HMRC, which stipulated that concessions of this nature attract VAT, the Council will be required to charge VAT on the Licence fees tendered.

Tenderers must have the finance available and be in a position to take up the Licence if such is offered by the Council. Any tenderer not complying with this requirement may prejudice his right to be considered for a concession in future years.

The Council shall only consider the highest bid offered from a tenderer at his known address to prevent the submission of multiple bids. Sub-letting is not allowed. The Council will take action against the Licensee for any breaches of covenant which will include determination of the Licence.

TERMS AND CONDITIONS FOR THE LICENCES

1. The Licences shall be for the period 1st April 2026 to 31st March 2027 / 30th September 2026.
2. Prior to commencement of the Licences, the Licensee will be required by the Council to have complied with the following: -
 - a) to have paid 30% of the Licence fee tendered for the year or season plus VAT;
 - b) to have returned the Licence duly signed;
 - c) to have paid the Council's costs incurred in the preparation of the Licence, amounting to £1,000 +VAT.
 - d) to have provided evidence of appropriate insurance cover

Until such time as these conditions have been met, the Licensee will not be permitted to trade from the site.

3. The remainder of the Licence fee shall be payable by equal instalments on 1 June and 1 August 2026.
4. Failure to pay the Licence fee on the due dates, or any other breaches of covenant, will result in the Licence being determined forthwith.

5. The vehicle(s) shall be of a type and construction and in such position as shall be determined by the Council, subject to amendment at its discretion, upon service of reasonable Notice, without payment of any compensation.
6. The vehicle(s) shall be used solely for the sale of the goods and items set out in paragraph 2 of these details for each concession and for no other purposes whatsoever.
7. The sale or free provision of single use plastics such as plastic straws, cutlery, tubs, cups, lids and bags are strictly prohibited. The Licensee shall provide for the return of waste/wrapping materials for safe disposal and/or recycling. The Licensee will be required to adhere to the terms of the Councils Single Use plastics Policy and all Government Legislation relating to single use plastics.
8. The Licensee shall co-operate with officers employed by the Council, in the interests of the management of the site(s).
9. The Licensee shall observe and conform to all Bye-Laws, Rules, relevant Acts and Statutory Regulations in force (see the details in this Tender setting out the Mobile Food Trader responsibilities and guidelines on subsequent pages).
10. The Licensee shall be responsible for keeping the vehicle(s) and surrounding area clean and tidy to the Council's reasonable satisfaction.
11. The Licensee shall be responsible for the daily removal of all trade and other rubbish providing additional waste receptacles where necessary.
12. The Licensee shall ensure that the sites are kept free of oil deposits, by providing drip trays under the vehicle. The Licensee shall be invoiced for the cleansing of any spillages.
13. The vehicle(s) shall be removed from the site at the close of trade each evening.
14. The Licensee shall be responsible for the payment of VAT, business rates, taxes and any other outgoings in respect of his occupation of the site.
15. The Licensee shall insure the vehicle(s) against fire, Third Party, Public Liability or other risks arising out of or in connection with the use, maintenance or working of the vehicle and shall produce to the Council the policy of insurance and receipts for payment of premiums prior to commencement of the Licence.
16. The Licensee shall insure for Products and Public Liability and provide evidence of such insurance cover before commencement.
17. The Licensee shall be required to park in the position(s) detailed on the plan or as amended by a Council Officer.
18. The Licensee shall ensure that any persons employed by him shall at all times be neatly and suitably attired and fully conversant with and qualified under the appropriate legislation.
19. The Licensee shall indemnify the Council against all claims, actions, losses, damages, injuries, costs and liabilities which may arise from his use thereof and shall provide evidence of cover prior to commencement.

PROPERTY AND FACILITIES MANAGEMENT

20. The Licensee shall not tout or suffer any touting, nor cause any obstruction or nuisance to users of the site(s).
21. The Licensee shall not transfer the benefit of this Licence or any part thereof. Sub-letting of the concession will not be permitted.
22. The Licence may be immediately terminated by the Council in the event that the tenderer makes any false statement in the application form submitted for this tender or any document enclosed with it.
23. All other terms and conditions to be those contained in a Licence to be drawn up by the Chief Legal and Democratic Officer. The Licence will contain the terms set out in the Specimen Form of Licence set out in the next section. The Licensee shall be required to sign a Licence based upon this Specimen Form of Licence before the concession commences.

SPECIMEN FORM OF LICENCE

This is the specimen form of Licence referred to in paragraph 22 above.

SPECIMEN FORM OF LICENCE

CONSENT

TO RETAIL ICE CREAM AND SOFT DRINKS

DURING THE PERIOD FROM 1ST APRIL 2026 UNTIL 30TH SEPTEMBER 2026 / 31ST March 2027 AT

DATE	2026
THE COUNCIL:	THE METROPOLITAN BOROUGH COUNCIL OF SEFTON of Magdalen House 30 Trinity Road Bootle Merseyside L20 3NJ
THE TRADER:	[]
TRADER'S ADDRESS:	[]
THE SITE:	<i>(Insert as applicable) [the precise boundaries of which shall be deemed by the Council from time to time]</i>
THE TENDER	<i>Means the tender submitted by the Trader to the Council for this Licence</i>
OTHER FOOD OUTLETS	<i>Means the other refreshment outlet(s) (if any) within the Site that have been identified by the Council in the Council's Invitation to the Trader to submit the Tender</i>
LICENCE PERIOD:	<i>1st April 2026 and expiring 30th September 2026 / 31st March 2027</i>
LICENCE FEE:	<i>£ plus VAT/ per concession</i>
PERMITTED USE:	<i>Sale of ice cream and soft drinks</i>
THE VEHICLES:	<i>Means a mobile vehicles {or a portable stand} of such a type and design approved by the Council</i>
THE COUNCIL'S COSTS	<i>Means the sum of £1,000 +VAT per concession</i>
THE PAYMENT DAYS:	<i>Following an initial payment of 30% of the Licence Fee, the remainder of the Licence fee shall be payable by equal instalments on 1st June 2026 and 1st August 2026.</i>
LEGISLATION:	<i>Means all Acts, statutory instruments, regulations, by-laws, rules, regulations and policies made by the Council and codes of good practice for the time being applicable to the sale and preparation of food, health and safety, employment, the condition and use of the Vehicle, the placing of the Vehicle on the Site or any other matter pertaining to the use of the Vehicle of the carrying on of the Permitted Use including, without prejudice to the generality of the foregoing the Food Safety Act 1990, Food Safety and Hygiene (England) Regulations 2013, the Food Information Regulations 2014, The Food Information (Amendment) Regulations 2019, the Health and Safety at Work Act 1974 and the Town and County Planning Act 1990</i>
LIABILITIES	<i>Means all and any liabilities, loss damage claims actions injuries costs proceedings or demands whatsoever which may in any way arise or be occasioned either directly or indirectly out of the Licence hereby granted, including, without prejudice to the generality of the foregoing, the carrying on of the Permitted Use</i>
INSURANCE	<i>Means the following policies of insurance effected with a reputable insurer being a member of the Association of British Insurers upon such terms and for such sums as the Council shall approve:</i> <i>Insurance of the Vehicles against fire third party or other risks arising out of or in connection with the use maintenance or working of the Vehicles and:</i>

	- Public Liability Insurance and - Employers Liability Insurance, and - Any other insurance required by law
ROA74	Means the Rehabilitation of Offenders Act 1974 and all statutory modifications or re-enactments thereof for the time being in force and any regulations made thereunder.
SPENT CONVICTION	Means any conviction that is 'spent' for the purposes of the ROA74
UNSPENT CONVICTION	Means any conviction that is 'unspent' for the purposes of the ROA74
OPERATIVE	Means a person whom the Licensee engages, utilises, hires or employs in connection with the carrying on of the Permitted Use and the expression 'Operative' includes the Trader.
ROLE	Means the duty, job, work, post, function or role that an Operative carries out in respect of the Permitted Use.
DECLARATION	Means a statutory declaration in the form set out in the schedule to this Licence.
UNAPPROVED OPERATIVE	Means an Operative who has either: - not executed a Declaration; or - has Unspent Convictions but those Unspent Convictions have not been disclosed to the Licensor under paragraph 21 of Schedule 1 below; or - has Unspent Convictions which have been disclosed to the Licensor under paragraph 21 of Schedule 1 and the Licensor considers (having regard to all relevant circumstances) that the Operative is not a fit and proper person to undertake the Role of the Operative.
NOMINATED OFFICER	Means the Head of Green Sefton and or Head of Tourism for the time being of the Council
ENGAGE	To 'engage' an Operative means to employ, hire, or utilise an Operative in connection with the Permitted Use.

1. The Council **HEREBY LICENCES AND AUTHORISES** the person identified as "the Trader" whose name and address appears above to place the Vehicles upon the Sites for the Permitted Use on the terms hereinafter contained during each year of the Licence Period except for the duration of the Special Events

2. IN consideration of the above Licence the Trader **AGREES** with the Council as follows:-

(a) in each year of the Licence Period to pay the Licence Fee (plus VAT) to the Council without deduction as follows:-

(i) 30% of the Licence Fee is to be paid on the signing of this Licence, 35% on 1 June 2026 and 35% on 1 August 2026.

(b) To observe and perform the obligations set out in the Schedule to this Agreement

3. **IT IS AGREED** as follows:-

(i) The Council will not be liable for any loss or damage whatsoever which may occur or be occasioned to any stock goods or other property of the Trader which may be placed on the Site nor for any loss or injury whatsoever nor for any inability to make use of this Licence through stress of weather wind tide or otherwise nor through any strike or lockout of any employees of the Council nor by reason of any closure to the public of the Site or any part thereof or of the access thereto

(ii) If the payment of the Licence Fee or any other payment by the Trader under this agreement shall not be paid on the date fixed for payment under this agreement (whether formally demanded or not) or if the Trader shall fail or neglect to perform or observe any of the terms and conditions on his part to be observed and performed or if the Council discovers that the Trader has made any false statement in the Tender then it shall be lawful for the Council determine this agreement immediately by delivering to the Trader or sending by recorded delivery to his last known address or by delivering or posting on the Vehicle seven days' notice in writing under the hand of the Solicitor of the Council of the Council's intention to determine this agreement and thereupon this agreement shall cease and determine but without prejudice

to any right of action of the Council in respect of any branch of the Trader's agreements herein contained.

- (iii) *The Council may terminate this agreement immediately if the Trader shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or having forborne to do any action in relation to the obtaining or execution of this agreement or the Trader commits any offence under the Bribery Act 2010 or Section 117 of the Local Government Act 1972 or like acts by any person on the Trader's behalf or the Trader has made any false statement in the Tender.*
- (iv) *If this Licence or the rights granted hereby shall determine for any reason whatsoever whether under the preceding clause or otherwise then any part of the Licence Fee (plus VAT, if applicable) still unpaid shall immediately become due and payable and under no circumstances shall the Council become liable to make any concession or refund or pay any compensation to the Trader in respect of the Licence Fee or any part thereof*
- (v) *The benefit of this Licence is personal to the Trader and is not assignable and the rights granted by this Licence may only be exercised by the Trader and his employees*
- (vi) *In this Licence where the context so admits words importing one gender shall include any other gender and words importing the singular shall include the plural and vice versa and where the Trader comprises more than one person the covenants by the Trader herein contained shall be deemed to be joint and several*
- (vii) *The words and expressions set out in the table at the beginning of this Agreement have the meanings that are assigned to them, unless the context in which they are used indicates otherwise*
- (viii) *The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement*
- (ix) *The Council shall be free to exercise any function duty or discretion it has as a Local Authority (for example as a planning authority, trading standards or environmental production authority) freely as it thinks fit notwithstanding that it is a party to this agreement*
- (x) *To avoid doubt, this Agreement does not create any interest other than a personal relationship of licensor and licensee between the Council and the Trader*
- (xi) *There is reserved to the Council the right to maintain or permit or allow Other Food Outlets within the Site without payment of compensation to the Trader*
- (xii) *There is reserved to the Council the right to maintain or permit or allow other retail outlets selling food refreshments and other items for the duration of the Special Events without payment of compensation to the Trader.*

IN WITNESS of which the Solicitor for the Council has signed the original of this agreement and the Trader has signed a counterpart of this agreement on the date first written above

SCHEDULE 1

(Obligations of the Trader)

1. *To pay all business rates, VAT, taxes and other outgoings which may be payable by reason of the exercise of this agreement*
2. *To use the Vehicles only for Permitted Use*
3. *To observe and comply with all Legislation and to permit inspection by the Council or any person authorised by it of the Vehicles or any part of it at any time as may be necessary to ensure the performance of this obligation*
4. *To obey all directions of the Council conveyed by the Council's duly authorised Officers*
5. *To comply with the requirements of the Council's duly authorised officers in the management of the site(s)*

6. *To keep the Vehicles and the area surrounding the same clean and tidy to the reasonable satisfaction of the Council*
- 6b. *The sale or free provision of single use plastics such as plastic straws, cutlery, tubs, cups, lids and bags are strictly prohibited. To provide for the return of waste/wrapping materials for safe disposal and/or recycling. The Licensee will be required to adhere to the terms of the Councils Single Use plastics Policy and all Government Legislation relating to single use plastics.*
7. *Not to leave any oil or other deposits on the Sites and where necessary provide drip trays under the Vehicles to prevent such deposits and clean any deposits of oil from the Vehicles*
8. *To provide receptacles for the collection of rubbish and to make arrangements at his own expense for the daily removal of all trade and other refuse*
9. *At all times during the Licence Period to maintain effective Insurance and to produce to the Council the Policies of Insurance from time to time on demand and receipts for payment of the premiums thereunder when required to do so and to apply all monies received from insurance towards settlement of the claim in respect of which the payment was made*
10. *To be solely liable for and indemnify and keep indemnified the Council against all Liabilities, to the extent that the law allows*
11. *Not to use the Site or the Vehicles in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Council or to adjoining or neighbouring property or to the owners occupiers or users of such adjoining or neighbouring property or to members of the public*
12. *To remove the Vehicles from the Site at the close of trade each evening at such time that the Council may from time to time direct*
13. *To ensure that any persons employed by the Trader shall at all times be neatly and suitably attired*
14. *To vacate the Site at the end of the Licence Period and to leave the Site in a condition satisfactory to the Council and on failure to do so the Council may itself restore the Site and recover the cost thereof from the Trader*
15. *Not to tout for business or suffer any such touting whatsoever and in no way to cause nuisance or annoyance disturbance or obstruction to the users of the Site or any neighbouring land*
16. *To keep the Vehicles clean, hygienic, well maintained and roadworthy and taxed and insured as required by law*
17. *Not to exercise the rights granted by this Licence outside of the Licence Period*
18. *To ensure all foodstuffs are not exposed to blowing grit or sand*
19. *To pay the Council's Costs of £1,000 + VAT on the signing of this Agreement*
20. *To comply with the Food Hygiene and Safety Regulations set out in the Appendix.*
21. *The Licensee must:*
 - (a) *Not Engage any Unapproved Operative at any time during the Licence Period;*
 - (b) *Not Engage an Operative if the Operative has not properly executed a Declaration;*
 - (c) *Ensure that all Operatives properly execute a Declaration and consent to the disclosure of Unspent Convictions and the Declaration to the Nominated Officer;*
 - (d) *Retain all Declarations for safe keeping;*
 - (e) *Upon request by the Nominated Officer (and within 5 Working Days of such request) to permit the Nominated Officer to:*
 - a. *Inspect the Declarations of all Operatives;*
 - b. *Take a copy of any Declaration.*

- (f) If an Operative (or potential Operative) discloses an Unspent Conviction to the Licensor to;
- Notify the Nominated Officer in confidence;
 - Provide the Nominated Officer with the Declaration and details of the Operative's Role (or proposed Role);
 - Provide the Nominated Officer with such other information as it shall be reasonable for the Nominated Officer to require to consider the suitability of the Operative for the Role;
 - Obtain the prior written approval of the Nominated Officer to the Engagement of the Operative.
- (g) The Council and Nominated Officer shall treat any information supplied under this clause 21 in confidence unless otherwise required by law.

SCHEDULE 2

FORM OF DECLARATION OF UNSPENT CONVICTIONS

1.....¹ of²

Do solemnly and sincerely declare as follows:-

- ✓ My date of birth is.....
- ✓ My place of birth is.....
- ✓ The statements in paragraphs 1 and 2 below apply to any type of offence.

1. I do not have recorded against me any convictions which are not 'spent' within the terms of the Rehabilitation of Offenders Act 1974.

a. OR

2. I have been convicted of an offence or offences and I list below every offence of which I have been convicted - including the date of the offence, the place that the offence was committed and the sentence imposed by the Court. I am not required to include those that are 'spent' within the terms of the Rehabilitation of Offenders Act 1974.³

Date	Court	Offence	Sentence or Order of the Court

¹ Insert full name in block capitals.

² Insert current address, including postcode in block capitals.

³ Please delete whichever option does not apply and initial the deletion.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true by virtue of the Statutory Declarations Act 1835 and section 5 of the Perjury Act 1911.

.....Signature

DECLARED AT

Thisday of2026...

MOBILE FOOD TRADER - RESPONSIBILITIES AND GUIDELINES

FOOD SAFETY

Food businesses must be registered with Environmental Health at least 28 days before opening. The food business must be registered with the Local Authority in which it is situated. However mobile premises need to be registered with the Local Authority where the vehicle(s) are kept overnight. It is an offence to carry out a food business without registration. A food premises registration form can be obtained from your local Environmental Health Department, or you may be able to register online. If your business is located in Sefton or your mobile vehicle is kept in Sefton overnight, you can register with the Authority via the following weblink:

<https://register.food.gov.uk/new/sefton>

Food Safety Legislation

All food traders need to comply with Regulation (EC) no. 853/2004, particularly Chapter III, which specifies the requirements for moveable and/or temporary premises, and Article 5, which covers hazard analysis and critical control points (HACCP).

Training

All food handlers must undergo training or instruction commensurate with the activities that they undertake. Food handlers should achieve a Level 2 Foundation Food Hygiene Certificate or equivalent, or they must be supervised by someone who has completed this training. They must also be trained in all internal business policies and procedures including the Food Safety Management System.

Water Supply & Washing Facilities

- There should be an adequate supply of potable water available.
- There must be separate facilities for equipment wash and hand washing. Where this is not available and there is dual use, sinks must be thoroughly cleaned and disinfected between uses.
- There should be hot and cold running water available at both wash hand basins and wash-up sinks.
- Washing facilities should be purpose made and properly installed with hot and cold running water or appropriately mixed, connected to a drainage system. Soap and disposable towels must be provided at wash hand basins.

Layout & Fittings

- Floors should be finished with non-slip waterproof material. The edges should be sealed to make cleaning easy.
- Walls and ceilings must be smooth, impervious and easy to clean.
- Any wooden surfaces should be coated so that they can be thoroughly cleaned e.g. painted/varnished.
- Bare wooden edges must be sealed.
- The design and construction of the premises must prevent access for pests.

Equipment

- Keep all equipment clean and in a good state of repair.
- Clean behind appliances such as cookers and fridges and make sure they are properly fixed.
- Arrange the equipment so that the van or stall is not cramped and can be cleaned easily.

PROPERTY AND FACILITIES MANAGEMENT

- Wooden equipment such as cutting boards must not be used, plastic boards are required.
- Make sure that all areas next to cookers are heat resistant.

Waste

- Bins with tight fitting lids and disposable liners should be used inside the catering vehicle.
- There should be a bin outside for litter.
- Washing-up water or any other waste liquids should be piped to sealed containers not to the ground outside the van or stall. Such liquids must not be discharged into road gullies/drains or onto the ground without the relevant permissions from the water company or the Environment Agency. Or, it is likely that this disposal may need to be done at your own business premises. Failure to dispose of waste liquids correctly could leave you liable to prosecution.

Ventilation

- Catering vehicles used for cooking tend to get hot, so you must have proper ventilation.
- It may be advisable to have some form of mechanical ventilation.
- Frying ranges should be ventilated directly through the ceiling or wall behind the appliance.
- Canopies above cookers should be stainless steel without open seams and grease and dirt traps.
- Ceiling vents will allow hot air to escape but wall vents are also needed to allow fresh air to enter.
- Make sure the vents are fly and insect proof.

Temperature Control

- You should ensure that the temperature controlled storage facilities on the catering vehicle are sufficient for the amount of stock that you need to keep.
- High risk foods which are likely to support the growth of pathogenic bacteria or formation of toxins must be kept at a temperature below 8°C.
- Food which is cooked or reheated should achieve an internal temperature of 75°C for 30 seconds to ensure that bacteria are destroyed.
- Cooked food to be sold hot should be kept at or above 63°C.
- A suitable thermometer should be used to enable monitoring of temperatures of both hot and cold foods.
- Probe thermometers must be kept clean and thermometers must be calibrated periodically using ice water and boiling water
- Temperature monitoring should be recorded.

Protection from Contamination

- The construction, maintenance and siting of the unit should be such as to avoid the contamination of food and permit effective cleaning. The surface on which you lay out or prepare food must be non-toxic, smooth and impervious so that it can be thoroughly cleaned. Food contact surfaces must be cleaned with (preferably disposable) cloths using a suitable antibacterial cleaning agent.
- Vehicles and containers used to transport and store food must be kept clean and in good repair to prevent contamination and food should be kept separate from other items.
- Make sure that high risk foods are separated from raw foods and other sources of contamination such as pests.
- All open food should be kept covered.
- Store waste food and water in enclosed containers and dispose of in a suitable manner.
- Any pest infestation must be dealt with immediately, ideally with the assistance of a pest contractor. Environmental Health Officers have powers to close any premises where an infestation poses an imminent risk to health.

Basic Hygiene Measures

- Always wash your hands thoroughly before handling food, after using the toilet, handling raw food or waste.
- If you suffer sickness and/or diarrhoea, you must not partake in any catering activities until you are 48 hours symptom free.
- Ensure open cuts, spots or sores are covered with a brightly coloured waterproof plaster.
- Do not eat or drink where open food is handled.
- Clean as you go - keep all equipment clean and disinfected.
- Outdoor clothing or shoes ideally should not be stored on the catering vehicle. If they must be, then they must be kept in a cupboard or suitable container away from food items.
- Smoking must not be permitted on the catering vehicle.

Allergens

Food business operators in the retail and catering sector are required to provide allergen information and follow labelling rules as set out in food law. They need to tell customers if any food they provide contains any of the listed allergens as an ingredient. This also applies to additives, processing aids and any other substances which are present in the final product. The 14 allergens are:

- **Celery;**
- **Cereals containing gluten** (such as wheat, barley and oats);
- **Crustaceans** (such as prawns, crabs and lobsters);
- **Eggs;**
- **Fish;**
- **Lupin;**
- **Milk;**
- **Molluscs** (such as mussels and oysters);
- **Mustard;**
- **Peanuts;**
- **Sesame;**
- **Soybeans;**
- **Sulphur dioxide and sulphites** (if the sulphur dioxide and sulphites are at a

- concentration of more than ten parts per million); and
- **Tree nuts** (such as almonds, hazelnuts, walnuts, brazil nuts, cashews, pecans, pistachios and macadamia nuts).

The purpose of the Regulations is to reduce the incidence of allergen adverse reaction by consumers eating undeclared allergens.

There are a number of ways in which allergen information can be provided to your customers. You will need to choose the method which is best for your business and the type of food you serve. It is best practice that food businesses should make allergen information easily available in writing for consumers and ensure staff are able to support this with a conversation. Please see the below link for further advice:

<https://www.food.gov.uk/business-guidance/allergen-information-for-non-prepacked-foods-best-practice-providing-written-allergen-information>

You must display signage signposting customers to the fact that allergen information is available.

Guidance is available via the following weblink:

<https://www.food.gov.uk/business-guidance/allergen-checklist-for-food-businesses#allergen-signs-and-resources>

Prepacked foods refer to any food put into packaging before being placed on sale, while non-prepacked food (loose food) is unpackaged food. Different allergen labelling rules apply depending on how the food is provided.

The Food Standards Agency provide technical guidance which details the labelling requirements for each food type. This can be accessed via the following link:

<https://www.food.gov.uk/document/food-allergen-labelling-and-information-technical-guidance>

Effective communication among staff, with the customer and with your suppliers will help to ensure that customers with food allergy are given accurate information.

The key messages are;

- Make sure that the information that you have on your ingredients is up to date;
- Keep up to date ingredients information for any ready-made foods that are bought in (for example, packaging, or website details from your suppliers);
- When preparing food, make sure you know what is in the *ingredients* you are using- for example cooking oils, dressings, toppings, sauces, garnishes- again this will need to be kept up to date;
- Ensure your staff are aware of allergens, and what to do when any ingredient or menu changes are made. Ensure your Food Safety Management System refers to your Allergen risk assessment;
- Think about how allergenic ingredients are stored and labelled on your premises;
- Be careful of cross contamination- boards, utensils, serving spoons, woks etc.;
- Thoroughly clean work surfaces and equipment, and wash hands before making food for someone with an allergy.

Free online allergy training and other useful resources are available via the following links:

<https://www.food.gov.uk/business-guidance/allergy-training-for-food-businesses>

<https://www.food.gov.uk/business-guidance/allergen-information-for-non-prepacked-foods-best-practice-introduction>

Further Guidance

The Food Standards Agency has produced guidance in the form of a pack called Safer Food Better Business, which may help businesses comply with the requirements for HACCP and a documented food safety management system. It is available from:

<https://www.food.gov.uk/business-guidance/safer-food-better-business-sfbb>

For further information, please visit the websites below:

<https://www.food.gov.uk/business-guidance/getting-ready-to-start-your-food-business>

<https://www.food.gov.uk/business-guidance/allergen-guidance-for-food-businesses>

If you have any queries regarding these requirements please contact Sefton Environmental Health via:

ETSContact@sefton.gov.uk

HEALTH AND SAFETY

General

The business must comply with the requirements under the Health and Safety at Work etc. Act 1974 and all associated Health and Safety Regulations and guidance and in addition to this all rules and regulations, Codes of Practices relating to Safety conditions for all the types of activity being operated.

Basic requirements are:

- Employers must ensure that working conditions are safe from risk and staff are properly trained and protected.
- Both employers and the self-employed must make sure that the public and customers are not at risk from their business.
- Employees must not risk their own safety or that of their colleagues and they must follow their instructions.

Risk Assessment

Ensure that suitable and sufficient Risk Assessments (for all activities) carried out by the business are undertaken and regularly reviewed. All employers and self-employed persons are required to assess the risks to workers and any others that may be affected by their undertaking. Employers with five or more employees must also record the significant findings of that Assessment.

Management of Health and Safety at Work Regulations 1999, Regulation 3(1)

Safety Policy

Ensure that the business has a written safety policy statement. Where there are five or more employees a written statement of general policy with respect to Health and Safety must be provided and revised as often as appropriate. The Health and Safety policy statement should set out how you manage Health and Safety in your organisation. It is a unique document that shows who does what, and when and how they do it.

Health and Safety at Work etc .Act 1974, Section 2(3)

Accident Reporting

Ensure that the business complies with the Accident Reporting Regulations; 'The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). These regulations specify that prescribed injuries, diseases and dangerous occurrences must be notified/reported to the relevant Enforcing Authority.

PROPERTY AND FACILITIES MANAGEMENT

Further guidance can be obtained via the weblink below:

<https://www.hse.gov.uk/riddor/>

The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995

Standards

The CIEH National Guidance for Outdoor and Mobile Catering sets out standards for both food safety and health and safety. This document is available online via:

<https://www.cieh.org/media/1254/cieh-national-guidance-for-outdoor-and-mobile-catering.pdf>

Liquefied Petroleum Gas (LPG or Propane)

The use of bottled gas Liquefied Petroleum Gas (LPG) i.e. propane or butane installations used in catering vehicles and stalls for cooking and water heating gives rise to special risks when fitting. Further details can be found in the CIEH National Guidance for outdoor and mobile catering – Annex 1, Safety Checklists on page 33.

All gas installations and checks must be carried out by a Gas Safe registered engineer.

Everyone working in catering vehicles where LPG is used must be trained on the hazards of LPG and the action to be taken in the event of an emergency. Instructions in the changing of cylinders and safe use of appliances must be given.

Cylinders must never be changed in the vicinity of a source of ignition, especially whilst smoking.

Electrical Safety

All electrical wires and connections must be safe. All installations must be undertaken by a competent electrician.

For advice please refer to guidance CIEH National Guidance for Outdoor and Mobile Catering – Annex 1, safety checklists on pages 34-35.

Generators used to provide electricity must be placed so that exhaust gases blow away and must be distanced from any gas container or appliance. Large amounts of petrol must not be carried and any storage of petrol must be in proper containers away from materials that can burn.

FIRE PRECAUTIONS

- Clear written instructions must be displayed inside the catering vehicle explaining what to do in the event of fire or gas leakage.
- A fire blanket should be provided, especially where frying is undertaken.
- A dry powder fire extinguisher should be provided in a position which is easy to get to and near to the door of the van or stall.
- The door to the vehicle or stall should be free from obstruction and easily opened.
- Where people eat food on the vehicle, extra fire escapes and fire precautions may be needed.
- Advice on this and other fire precaution matters should be sought from the Fire Prevention Officer at the local Fire Service Headquarters.

PROPERTY AND FACILITIES MANAGEMENT

IMPORTANT NOTES

It is the Licensee's responsibility to ensure that these standards are complied with on all vehicles.

Failure to comply with these standards for the vehicle will result in consideration by the Council's Environmental Protection Section of the instigation of legal proceedings with a view to prosecution.

Further details can be obtained from Steve Smith at steve.smith@sefton.gov.uk or Katy Greenwood at katy.greenwood@sefton.gov.uk

Upon receipt of a tender, the tenderer will be deemed to have understood his obligations in these respects and agrees to comply with the standards required

INVITATION TO TENDER

The Council invites tenders for a Licence for the period 1st April 2026 expiring on 31st March 2027 to retail refreshments from a vehicle/stand on Kings Gardens, Southport / Marine Park, Waterloo / Mariners Road, Crosby / North and South Parks / Princes Park, Southport / and for a Licence for the period 1st April 2026 and expiring on 30th September 2026 to retail refreshments from a vehicle/stand on Ainsdale Foreshore Site 3 / Marine Drive Car Parks, Southport.

Tenderers are invited to fully complete the Tender Forms which are incorporated in this document. and which must be **returned by email only** to sue.crompton@sefton.gov.uk not later than **12 NOON ON FRIDAY 27TH FEBRUARY 2026. Please mark the e-mail Tender Submission Confidential.**

(Please note there is a separate form below to be completed for each Site)

- (a) Only offers of fixed specific amounts will be considered.
- (b) The Council does not undertake to accept the highest or any offer.
- (c) The Council by the issue of these Particulars of Tender and the receipt of any and every tender pursuant thereto, declare that it is not the intention to enter into a legal relationship with or accept any contractual or other duties towards any tenderer and these Particulars of Tender and any such tender received pursuant thereto are merely an Invitation to Treat.
- (d) Upon the submission of an offer the tenderer will be deemed to have full knowledge of all the facts relating to the concession.

MISREPRESENTATION ACT 1967

These particulars do not constitute, nor constitute part of, an offer or contract. Statements herein are made without responsibility on the part of the Council, its Officers or Agent and shall not be relied on as representations of fact. Neither the Council, its Agent nor Officers make or give nor has any Officer authority to make or give any representation or warranty whatever in relation to the concession. Any intending tenderer must satisfy himself by inspection or otherwise as to the correctness of the statements contained therein.

Please note that under the provisions of the Freedom of Information Act 2000 it may be a requirement for the Council to divulge information relating to tenders to third parties.

REHABILITATION OF OFFENDERS ACT 1974

With the Tender form you must submit a Statutory Declaration in the form enclosed in which you must disclose any convictions which are not '**spent**' or state that you have no recorded '**spent**' convictions. The Rehabilitation of Offenders Act 1974 provides that after a certain lapse of time convictions are to be regarded as 'spent'. A tenderer need not disclose 'spent' convictions for the purposes of submitting their tender. Sentences of imprisonment exceeding 30 months duration can never be regarded as 'spent' and must be disclosed however long ago they were imposed. Examples of some of the periods of time which must elapse in other cases before the conviction becomes spent are set out below.

Sentence	Time that must pass
Over 6 months imprisonment but under 30 months	10 years
Under 6 months imprisonment	7 years
A fine	5 years
Conditional discharge: bound over	1 year or the period of discharge or bound over, whichever is the longer
Probation	5 years
Absolute discharge	6 months
Cashiering, discharge with ignominy, or dismissal with disgrace from HM Services	10 years
Dismissal from HM Services	7 years

The periods of time that must elapse in other cases before a conviction becomes spent vary a lot depending on the type of offence and on other circumstances. It may, for example, be extended due to the commission of other offences.

If you have a past offence and you are unsure whether or not it is spent, or if you require any further explanation of the Rehabilitation of Offenders Act 1974 you are recommended to obtain independent legal advice. The Council cannot give advice to tenderers on these matters.

CONSIDERATION OF PAST OFFENCES.

If a tenderer discloses a conviction that does not necessarily mean that the Council will reject the tender or, if rejected, prevent the tenderer from being considered for similar tenders in future. However, the convictions are a matter that the Council will take into account when determining whether the tenderer is a fit and proper person to accept a concession Licence. The following are examples of offences the Council may take into

account although the Council may take other types of offences into account: offences concerning trading standards or food hygiene; sexual offences; drug related or violence offences; dishonesty offences; traffic offences. The Council will only take offences into account if they are relevant. The Council may invite a tenderer to an interview to discuss any convictions disclosed, however it is not obliged to do so. The decision as to whether a tenderer is a fit and proper person to accept a concession Licence shall be determined by the Council.

STATUTORY DECLARATION.

The Council requires each tenderer to complete and submit with this Tender a Statutory Declaration in the form attached. The declaration should be sworn before a Solicitor and submitted to the Council with the Tender.

TENDER FORM

REFRESHMENTS TENDER AT KINGS GARDENS. SOUTHPORT

NAME/COMPANY NAME

ADDRESS.....

.....

TELEPHONE NUMBER

MOBILE NUMBER.....

E-MAIL.....

HEREBY OFFER THE SUM OF £ (IN FIGURES)

£.....

..... (IN WORDS)

FOR A LICENCE TO RETAIL REFRESHMENTS FROM 1ST APRIL 2026 TO 31ST MARCH 2027 AT
KINGS GARDENS, SOUTHPORT

VAT IS PAYABLE IN ADDITION TO THE RENTAL OFFERS

REFEREES - NAMES AND ADDRESSES OF TWO PERSONS WHO CAN REFER TO YOUR
FINANCIAL, PERSONAL OR BUSINESS STATUS. IN ADDITION, PLEASE SUPPLY THE
ADDRESS OF YOUR BANK, INCLUDING DETAILS OF SORT CODE AND ACCOUNT NUMBER,
WHO THE COUNCIL WILL APPROACH FOR A BANK REFERENCE:

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IMPORTANT REMINDER HAVE YOU ENCLOSED THE STATUTORY DECLARATION
CONCERNING THE REHABILITATION OF OFFENDERS ACT 1974?

YES

☐

NO

☐

PLEASE SUPPLY DETAILS OF THE VEHICLES TO BE USED WHEN OPERATING
THE CONCESSION TOGETHER WITH REGISTRATION NUMBERS:

MAKES AND TYPES

REGISTRATION NUMBERS.....

SIGNATURE.....

DATE.....

THE COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST OR ANY TENDER.

ONLY OFFERS OF FIXED SPECIFIC AMOUNTS WILL BE CONSIDERED.

TENDER FORMS AND SUPPORTING INFORMATION TO BE RETURNED ELECTRONICALLY
TO sue.crompton@sefton.gov.uk. BY 12 NOON ON FRIDAY 27TH FEBRUARY 2026

ELECTRONIC SUBMISSIONS MUST INCLUDE IN THE SUBJECT FIELD/LINE – TENDER
SUBMISSION CONFIDENTIAL

TENDER FORM

REFRESHMENTS TENDER AT MARINE PARK, WATERLOO

NAME/COMPANY NAME

ADDRESS.....

.....

TELEPHONE NUMBER

MOBILE NUMBER.....

E-MAIL.....

HEREBY OFFER THE SUM OF £ (IN FIGURES)

£.....

..... (IN WORDS)

FOR A LICENCE TO RETAIL REFRESHMENTS FROM 1ST APRIL 2026 TO 31ST MARCH 2027 AT MARINE PARK, WATERLOO.

VAT IS PAYABLE IN ADDITION TO THE RENTAL OFFERS

REFEREES - NAMES AND ADDRESSES OF TWO PERSONS WHO CAN REFER TO YOUR FINANCIAL, PERSONAL OR BUSINESS STATUS. IN ADDITION, PLEASE SUPPLY THE ADDRESS OF YOUR BANK, INCLUDING DETAILS OF SORT CODE AND ACCOUNT NUMBER, WHO THE COUNCIL WILL APPROACH FOR A BANK REFERENCE:

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IMPORTANT REMINDER HAVE YOU ENCLOSED THE STATUTORY DECLARATION CONCERNING THE REHABILITATION OF OFFENDERS ACT 1974?

YES

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NO

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PLEASE SUPPLY DETAILS OF THE VEHICLES TO BE USED WHEN OPERATING THE CONCESSION TOGETHER WITH REGISTRATION NUMBERS:

PROPERTY AND FACILITIES MANAGEMENT

MAKES AND TYPES

REGISTRATION NUMBERS.....

SIGNATURE.....

DATE.....

THE COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST OR ANY TENDER.

ONLY OFFERS OF FIXED SPECIFIC AMOUNTS WILL BE CONSIDERED.

**TENDER FORMS AND SUPPORTING INFORMATION TO BE RETURNED ELECTRONICALLY
TO sue.crompton@sefton.gov.uk BY 12 NOON ON FRIDAY 27TH FEBRUARY 2026**

**ELECTRONIC SUBMISSIONS MUST INCLUDE IN THE SUBJECT FIELD/LINE – TENDER
SUBMISSION CONFIDENTIAL**

TENDER FORM

REFRESHMENTS TENDER AT MARINERS ROAD, CROSBY

NAME/COMPANY NAME

ADDRESS.....

.....

TELEPHONE NUMBER

MOBILE NUMBER.....

E-MAIL.....

HEREBY OFFER THE SUM OF £ (IN FIGURES)

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FOR A LICENCE TO RETAIL REFRESHMENTS FROM 1ST APRIL 2026 TO 31ST MARCH 2027 AT MARINERS ROAD, CROSBY.

VAT IS PAYABLE IN ADDITION TO THE RENTAL OFFERS

REFEREES - NAMES AND ADDRESSES OF TWO PERSONS WHO CAN REFER TO YOUR FINANCIAL, PERSONAL OR BUSINESS STATUS. IN ADDITION, PLEASE SUPPLY THE ADDRESS OF YOUR BANK, INCLUDING DETAILS OF SORT CODE AND ACCOUNT NUMBER, WHO THE COUNCIL WILL APPROACH FOR A BANK REFERENCE:

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IMPORTANT REMINDER HAVE YOU ENCLOSED THE STATUTORY DECLARATION CONCERNING THE REHABILITATION OF OFFENDERS ACT 1974?

YES

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NO

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**PLEASE SUPPLY DETAILS OF THE VEHICLES TO BE USED WHEN OPERATING
THE CONCESSION TOGETHER WITH REGISTRATION NUMBERS:**

MAKES AND TYPES

REGISTRATION NUMBERS.....

SIGNATURE.....

DATE.....

THE COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST OR ANY TENDER.

ONLY OFFERS OF FIXED SPECIFIC AMOUNTS WILL BE CONSIDERED.

**TENDER FORMS AND SUPPORTING INFORMATION TO BE RETURNED ELECTRONICALLY
TO sue.crompton@sefton.gov.uk BY 12 NOON ON FRIDAY 27TH FEBRUARY 2026**

**ELECTRONIC SUBMISSIONS MUST INCLUDE IN THE SUBJECT FIELD/LINE – TENDER
SUBMISSION CONFIDENTIAL**

TENDER FORM

REFRESHMENTS TENDER AT NORTH AND SOUTH PARKS

NAME/COMPANY NAME

ADDRESS.....

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TELEPHONE NUMBER

MOBILE NUMBER.....

E-MAIL.....

HEREBY OFFER THE SUM OF £ (IN FIGURES)

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..... (IN WORDS)

FOR A LICENCE TO RETAIL REFRESHMENTS FROM 1ST APRIL 2026 TO 31ST MARCH 2027 AT NORTH AND SOUTH PARKS.

VAT IS PAYABLE IN ADDITION TO THE RENTAL OFFERS

REFEREES - NAMES AND ADDRESSES OF TWO PERSONS WHO CAN REFER TO YOUR FINANCIAL, PERSONAL OR BUSINESS STATUS. IN ADDITION, PLEASE SUPPLY THE ADDRESS OF YOUR BANK, INCLUDING DETAILS OF SORT CODE AND ACCOUNT NUMBER, WHO THE COUNCIL WILL APPROACH FOR A BANK REFERENCE:

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IMPORTANT REMINDER HAVE YOU ENCLOSED THE STATUTORY DECLARATION CONCERNING THE REHABILITATION OF OFFENDERS ACT 1974?

YES

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NO

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PLEASE SUPPLY DETAILS OF THE VEHICLES TO BE USED WHEN OPERATING THE CONCESSION TOGETHER WITH REGISTRATION NUMBERS:

MAKES AND TYPES

REGISTRATION NUMBERS.....

SIGNATURE.....

DATE.....

THE COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST OR ANY TENDER.

ONLY OFFERS OF FIXED SPECIFIC AMOUNTS WILL BE CONSIDERED.

TENDER FORMS AND SUPPORTING INFORMATION TO BE RETURNED ELECTRONICALLY TO sue.crompton@sefton.gov.uk BY 12 NOON ON FRIDAY 27TH FEBRUARY 2026

ELECTRONIC SUBMISSIONS MUST INCLUDE IN THE SUBJECT FIELD/LINE – TENDER SUBMISSION CONFIDENTIAL

TENDER FORM

REFRESHMENTS TENDER AT PRINCES PARK, SOUTHPORT

NAME/COMPANY NAME

ADDRESS.....

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TELEPHONE NUMBER

MOBILE NUMBER.....

E-MAIL.....

HEREBY OFFER THE SUM OF £ (IN FIGURES)

£.....

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FOR A LICENCE TO RETAIL REFRESHMENTS FROM 1ST APRIL 2026 TO 31ST MARCH 2027 AT PRINCES PARK, SOUTHPORT.

VAT IS PAYABLE IN ADDITION TO THE RENTAL OFFERS

REFEREES - NAMES AND ADDRESSES OF TWO PERSONS WHO CAN REFER TO YOUR FINANCIAL, PERSONAL OR BUSINESS STATUS. IN ADDITION, PLEASE SUPPLY THE ADDRESS OF YOUR BANK, INCLUDING DETAILS OF SORT CODE AND ACCOUNT NUMBER, WHO THE COUNCIL WILL APPROACH FOR A BANK REFERENCE:

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IMPORTANT REMINDER HAVE YOU ENCLOSED THE STATUTORY DECLARATION CONCERNING THE REHABILITATION OF OFFENDERS ACT 1974?

YES

☐

NO

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PLEASE SUPPLY DETAILS OF THE VEHICLES TO BE USED WHEN OPERATING THE CONCESSION TOGETHER WITH REGISTRATION NUMBERS:

MAKES AND TYPES

REGISTRATION NUMBERS.....

SIGNATURE.....

DATE.....

THE COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST OR ANY TENDER.

ONLY OFFERS OF FIXED SPECIFIC AMOUNTS WILL BE CONSIDERED.

TENDER FORMS AND SUPPORTING INFORMATION TO BE RETURNED ELECTRONICALLY TO sue.crompton@sefton.gov.uk BY 12 NOON ON FRIDAY 27TH FEBRUARY 2026

ELECTRONIC SUBMISSIONS MUST INCLUDE IN THE SUBJECT FIELD/LINE – TENDER SUBMISSION CONFIDENTIAL

TENDER FORM

REFRESHMENTS TENDER AT AINSDALE FORESHORE SITE 3

NAME/COMPANY NAME

ADDRESS.....

.....

TELEPHONE NUMBER

MOBILE NUMBER.....

E-MAIL.....

HEREBY OFFER THE SUM OF £ (IN FIGURES)

£.....

..... (IN WORDS)

**FOR A LICENCE TO RETAIL REFRESHMENTS FROM 1ST APRIL 2026 TO 30TH SEPTEMBER 2026
AT AINSDALE FORESHORE SITE 3.**

VAT IS PAYABLE IN ADDITION TO THE RENTAL OFFERS

**REFEREES - NAMES AND ADDRESSES OF TWO PERSONS WHO CAN REFER TO YOUR
FINANCIAL, PERSONAL OR BUSINESS STATUS. IN ADDITION, PLEASE SUPPLY THE
ADDRESS OF YOUR BANK, INCLUDING DETAILS OF SORT CODE AND ACCOUNT NUMBER,
WHO THE COUNCIL WILL APPROACH FOR A BANK REFERENCE:**

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**IMPORTANT REMINDER HAVE YOU ENCLOSED THE STATUTORY DECLARATION
CONCERNING THE REHABILITATION OF OFFENDERS ACT 1974?**

YES

☐

NO

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PLEASE SUPPLY DETAILS OF THE VEHICLES TO BE USED WHEN OPERATING THE CONCESSION TOGETHER WITH REGISTRATION NUMBERS:

MAKES AND TYPES

REGISTRATION NUMBERS.....

SIGNATURE.....

DATE.....

THE COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST OR ANY TENDER.

ONLY OFFERS OF FIXED SPECIFIC AMOUNTS WILL BE CONSIDERED.

TENDER FORMS AND SUPPORTING INFORMATION TO BE RETURNED ELECTRONICALLY TO sue.crompton@sefton.gov.uk BY 12 NOON ON FRIDAY 27TH FEBRUARY 2026

ELECTRONIC SUBMISSIONS MUST INCLUDE IN THE SUBJECT FIELD/LINE – TENDER SUBMISSION CONFIDENTIAL

TENDER FORM

REFRESHMENTS TENDER AT MARINE DRIVE CAR PARKS. SOUTHPORT

NAME/COMPANY NAME

ADDRESS.....

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TELEPHONE NUMBER

MOBILE NUMBER.....

E-MAIL.....

HEREBY OFFER THE SUM OF £ (IN FIGURES)

£.....

..... (IN WORDS)

**FOR A LICENCE TO RETAIL REFRESHMENTS FROM 1ST APRIL 2026 TO 30TH SEPTEMBER 2026
AT MARINE DRIVE CAR PARKS, SOUTHPORT.**

VAT IS PAYABLE IN ADDITION TO THE RENTAL OFFERS

**REFEREES - NAMES AND ADDRESSES OF TWO PERSONS WHO CAN REFER TO YOUR
FINANCIAL, PERSONAL OR BUSINESS STATUS. IN ADDITION, PLEASE SUPPLY THE
ADDRESS OF YOUR BANK, INCLUDING DETAILS OF SORT CODE AND ACCOUNT NUMBER,
WHO THE COUNCIL WILL APPROACH FOR A BANK REFERENCE:**

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**IMPORTANT REMINDER HAVE YOU ENCLOSED THE STATUTORY DECLARATION
CONCERNING THE REHABILITATION OF OFFENDERS ACT 1974?**

YES

☐

NO

☐

PLEASE SUPPLY DETAILS OF THE VEHICLES TO BE USED WHEN OPERATING THE CONCESSION TOGETHER WITH REGISTRATION NUMBERS:

MAKES AND TYPES

REGISTRATION NUMBERS.....

SIGNATURE.....

DATE.....

THE COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST OR ANY TENDER.

ONLY OFFERS OF FIXED SPECIFIC AMOUNTS WILL BE CONSIDERED.

TENDER FORMS AND SUPPORTING INFORMATION TO BE RETURNED ELECTRONICALLY TO sue.crompton@sefton.gov.uk BY 12 NOON ON FRIDAY 27TH FEBRUARY 2026

ELECTRONIC SUBMISSIONS MUST INCLUDE IN THE SUBJECT FIELD/LINE – TENDER SUBMISSION CONFIDENTIAL

THE METROPOLITAN BOROUGH COUNCIL OF SEFTON
STATUTORY DECLARATION (In support of a tender for a
refreshment concession at Kings Gardens, Southport / Marine
Park, Waterloo / Mariners Road, Crosby / North and South Parks /
Princes Park, Southport / Ainsdale Foreshore Site 3 / Marine
Drive Car Parks, Southport (Please delete as appropriate)

1.....⁴of.....
.....⁵

Do solemnly and sincerely declare as follows:-

- ✓ My date of birth is.....
- ✓ My place of birth is.....
- ✓ The statements in paragraphs 1 and 2 below apply to any type of offence.

3. I do not have recorded against me any convictions which are not 'spent' within the terms of the Rehabilitation of Offenders Act 1974.

a. OR

4. I have been convicted of an offence or offences and I list below every offence of which I have been convicted - including the date of the offence, the place that the offence was committed and the sentence imposed by the Court. I am not required to include those that are 'spent' within the terms of the Rehabilitation of Offenders Act 1974.⁶

Date	Court	Offence	Sentence or Order of the Court

⁴ Insert full name in block capitals.

⁵ Insert current address, including postcode in block capitals.

⁶ Please delete whichever option does not apply and initial the deletion.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true by virtue of the Statutory Declarations Act 1835 and section 5 of the Perjury Act 1911.

.....
Signature

DECLARED AT

Thisday of2026

EXPLANATORY NOTES ON THE REHABILITATION OF OFFENDERS ACT 1974

This Act provides that after a certain lapse of time convictions for criminal offences are to be regarded as 'spent'. When submitting a tender for an ice cream concession you need not disclose 'spent' convictions. Sentences if imprisonment exceeding 30 months can never be treated as spent and must be disclosed in this declaration however long ago they were imposed. Some of the periods of time which must pass in other cases before a conviction becomes spent are listed below.

Sentence	Time that must pass
Over 6 months imprisonment but under 30 months	10 years
Under 6 months imprisonment	7 years
A fine	5 years
Conditional discharge: bound over	1 year or the period of discharge or bound over, whichever is the longer
Probation	5 years
Absolute discharge	6 months
Cashiering, discharge with ignominy, or dismissal with disgrace from HM Services	10 years
Dismissal from HM Services	7 years

The periods of time that must elapse in other cases before a conviction becomes spent vary a lot depending on the type of offence and on other circumstances. It may, for example, be extended due to the commission of other offences.

If you have a past offence and you are unsure whether or not it is spent, or if you require any further explanation of the Rehabilitation of Offenders Act 1974 you are recommended to obtain independent legal advice.

Marine Lake

Mark Village

King's Quarters

Lower Middlesex

South Middlesex

Pike

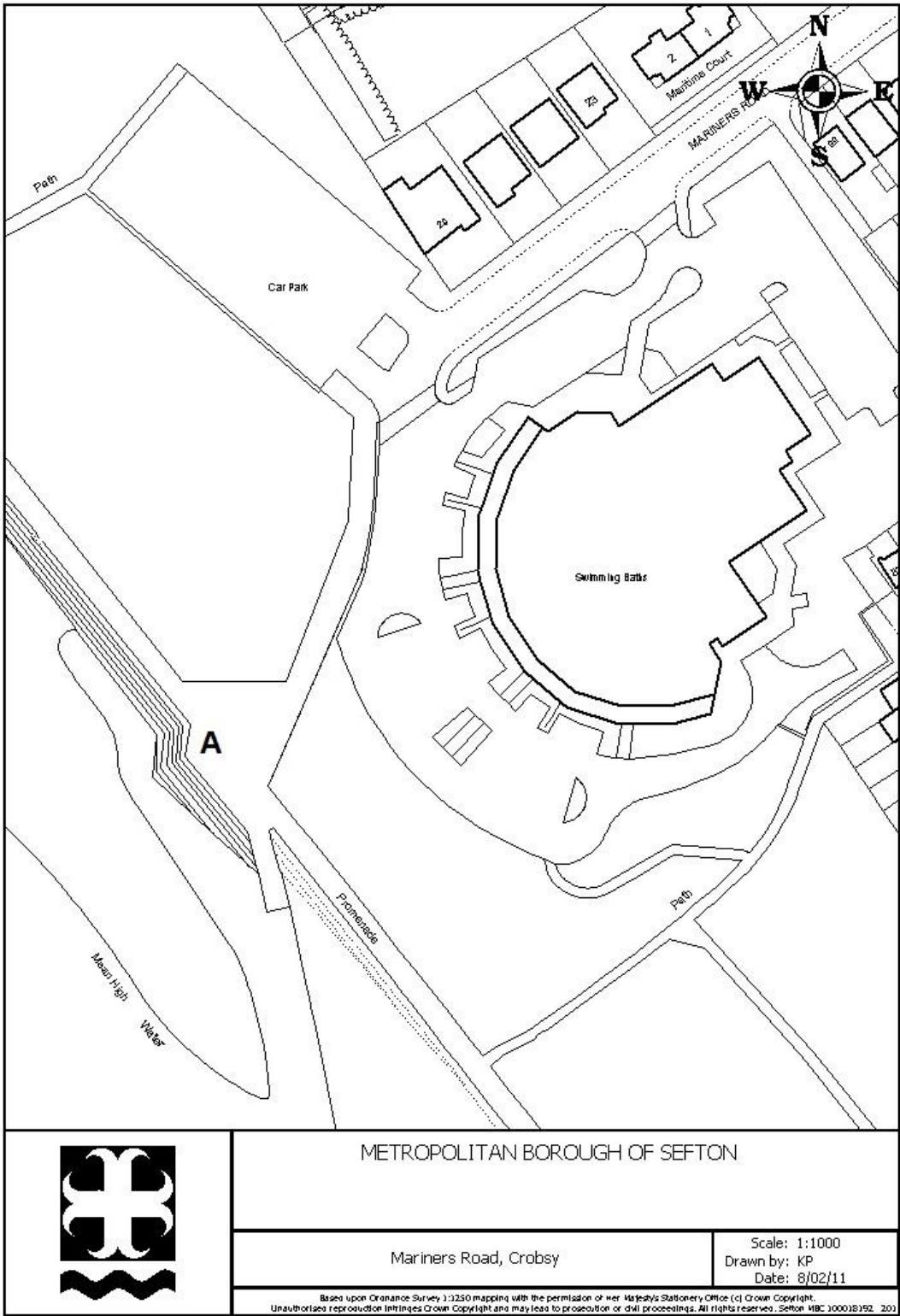
1 km

Map showing the location of the three sampling sites (A, B, and C) relative to Marine Lake and the surrounding urban area. The map includes labels for 'Marine Lake', 'Mark Village', 'King's Quarters', 'Lower Middlesex', 'South Middlesex', and 'Pike'. A scale bar indicates 1 km.

SITE PLAN: - MARINE PARK, WATERLOO



SITE PLAN: - MARINERS ROAD, CROSBY



North Parks:

1. Bedford Park, entrance via Lyndhurst Road PR8 4JT



Bedford Park.pdf

2. Carr Lane, entrance via Carr Lane PR8 3EE



Carr Lane.pdf

3. Meols Cop Playing Fields, entrance via Scarisbrick New Road PR8 5HL



Meols Park.pdf

4. Ainsdale Village Park, entrance via Liverpool Road PR8 3BQ



Ainsdale Village
Park.pdf

5. Crossens Community Park, entrance via Rufford Road PR9 8HT



Crossens Community
Park.pdf

6. Portland Street Playing Fields, entrance via Portland Street PR8 6LX



Portland
Streetdocx.pdf

7. Waterloo Road Recreation Ground, Entrance via Waterloo Road PR8 3AY



Portland
Streetdocx.pdf

8. Sandbrook Road Recreation Ground, entrance via Sandbrook Road PR8 3RG



Sandbrook Road.pdf

9. Duke Street Park, entrance via Kings Road L37 4BB



Duke Street Park.pdf

10. Deansgate Lane, entrance via Deansgate Lane L37 3LG



Deansgate Lane.pdf

11. Hightown Children's Play Area, entrance via Thornbeck Avenue L38 9EX



Hightown Play
Area.pdf

South Parks:

12. Victoria Park, entrance via Lawton Road L22 9QL



Victoria Park.pdf

13. Coronation Park, entrance via Coronation Road L23 5RD *



Coronation Park.pdf

14. Moorside Park, entrance via Moorside Road L23 2RS



Moorside Park.pdf

15. Hatton Hill Park, entrance via Field Lane L21 9LU



Hatton Hill.pdf

16. Kirkstone Road Park, entrance via Kirkstone Road North L21 7NT



Kirkstone Road
Park.pdf

17. Orrell Mount Park, entrance via Orrell Road L20 6DX



Orrell Mount.pdf

18. Marian Gardens, entrance via Bridge Lane L30 3RW



Marian Gardens.pdf

19. Abbeyfield Park, entrance via Park Lane L30 1QA



Abbeyfield Park.pdf

20. Killen Green, entrance via Granhams Croft L30 0QL



Killen Green.pdf

21. Derby Park, entrance via Earl Road L20 9BU

PROPERTY AND FACILITIES MANAGEMENT



Derby Park.pdf

22. South Park, entrance via Stanley Road L20 7EW



South Park.pdf

23. North Park, entrance via Washington Parade L20 5JJ



North Park.pdf

24. Bowersdale Park, entrance via Seaforth Road L21 4LJ



Bowersdale Park.pdf

25. Poets Park, entrance via Grey Street L20 4RZ



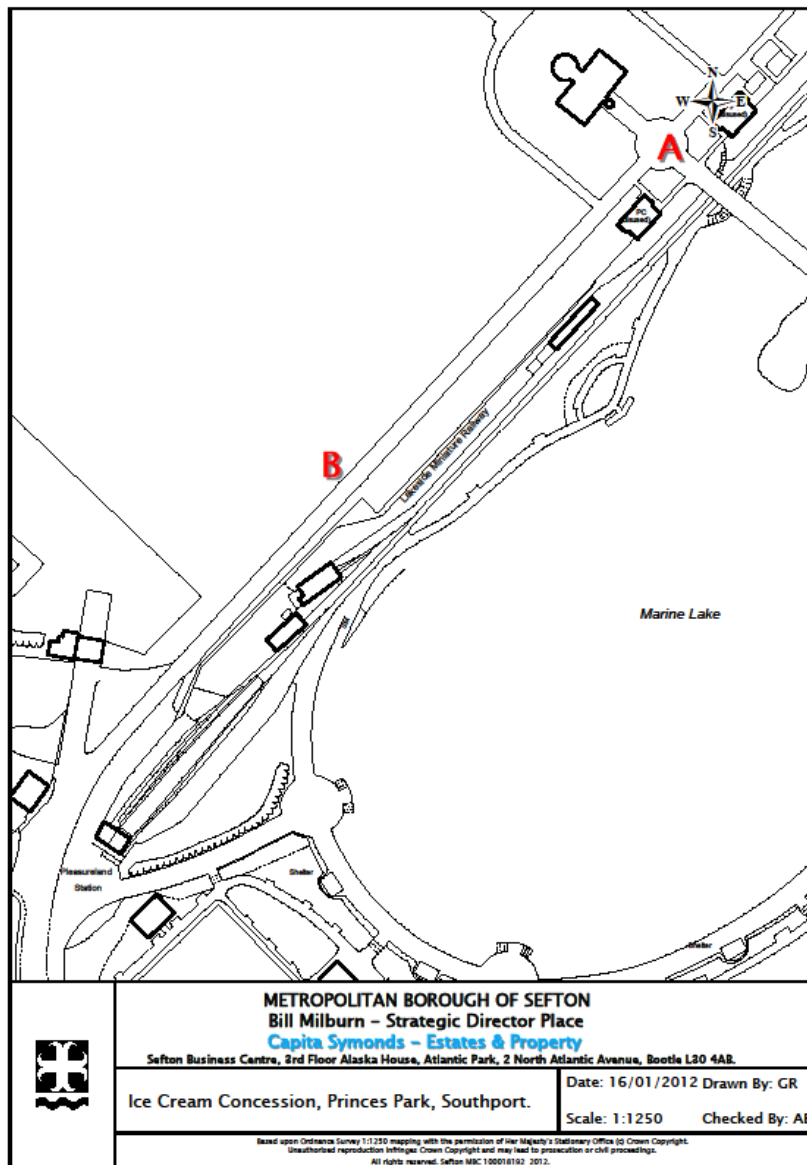
Poets Park.pdf

26. Buckley Hill Playing Fields



Buckley Hill.pdf

SITE PLAN: - PRINCES PARK, SOUTHPORT



SITE PLAN: - AINSDALE FORESHORE - SITE 3



SITE PLAN: - MARINE DRIVE CAR PARKS, SOUTHPORT

