

# CONCESSION BID FORM

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**25 & 26 AUGUST**

WEST GREENSWARD, CLACTON SEAFRONT



2022

### Event information.

**Date:** Thursday 25th & Friday 26th August 2022

**Time:** Open to public from 10am to 9pm Thursday 25th & from 10am to 5pm Friday 26th.

The award winning Clacton Airshow which celebrates returning this year and is the biggest event in the Essex Sunshine Coast's event calendar and can attract in excess of 250,000 visitors over the two days! The event is well supported by the local, regional and national media and is a well-established event in the air show calendar. Hosted during the summer school holidays, local residents and tourists from all over the UK as well as day trippers are in abundance. The show site stretches along Clacton's seafront and features on site catering, trade stands, entertainment and attractions. There is no entrance fee for this event.

### Concession Bid information.

Concessions:

All applications for ice cream and food concessions **MUST BE** accompanied by the following:

- A minimum level 2 food safety in catering certificate or equivalent.  
(Note: All ice cream and food concessions must be manned by at least one holder of a food safety certificate at all times food is being prepared or sold).
- Name of the Local Authority the business is registered with.
- Copy of the last Food Hygiene Inspection report from that Local Authority.
- Food safety management plan/SFBB pack.
- Certificate of electrical safety.
- Certificate of gas safety.
- Risk Assessment(s).
- Covid Risk Assessment

The relevant documentation must be uploaded to the NCASS ([www.ncass.org.uk](http://www.ncass.org.uk)) **no later than Friday 24th June 2022** and will be checked by with your registered Local Authority by TDC's Environmental Services Team prior to the event.

### Ice Cream Concession

One concession with a maximum of 2 units is offered on a tender basis. The precise location of units on site is at the discretion of the Authority. Inappropriately placed units must be relocated at the request of the Authority.

### Catering Concession

Different catering concessions (Six food, two drink type non alcoholic, two dessert types and two confectioneries) are offered on a tender basis.

The Authority reserves the right to refuse any application in the interests of the event however due to demand a maximum of two units selling burgers for example MAY be acceptable.

### Amusements Concessions

#### Games of Chance, Entertainment, Inflatable's and Simulator Concessions

Concession opportunities are available on a tender basis. Inflatable concession must be supported by a copy of any insurance or health and safety documents such as PIPA or ADIPS certificate as well as the original certificate must be produced on the day.

### Conditions:

- Tendring District Council reserves the right to refuse any application without explanation.
- All applications will be reviewed on a fair and unbiased basis in accordance with TDC regulations.
- By signing the Application Form you are agreeing to the event terms and conditions.

### 1. The Concessionary

- a) Must comply with all relevant food safety and health safety legislation.
- b) Must be responsible for his/her own insurance against loss or damage and for his/her own third party cover.
- c) Must be responsible for removal of all of their refuse and cooking oil.

### 2. The Authority, Tendring District Council

- a) Will not be liable or responsible for any damage or loss to concessionaires.
- b) Will not be liable for personal injury.
- c) Reserve the right to cancel the event without notice.
- d) Reserve the right not to accept the highest bid received.

The winning bid in each category will have exclusive rights (excluding catering concessions) to the sales of the appropriate category at the event. Please be aware that some of the catering pitches may also offer tea, coffee and soft/cold drinks.

### COVID-19

The Authority will be constantly reviewing and updating the measures as new government guidelines are released. Traders are to adhere to current guidelines and within those guidelines traders will be required to comply with the conditions set out by the Authority. Please refer to the event terms & conditions for further information.

## General Information.

### Site:

The show site runs along the West Greensward, Marine Parade West, Clacton-on-Sea, Essex CO15 1NW and is a well-kept grassland. There is no public entrance fee for this event.

### Trade space:

It is not possible to guarantee exact stand location. Sites/pitches are allocated on arrival on the day. Electrical power is not available on site due to risks associated with the air display.

### Set up:

For your convenience set up is available from Wednesday 24th August from midday. All exhibitors and traders are encouraged to remain open throughout the duration of the event.

### Set down:

Day exhibitors/traders are requested to commence their 'set down' from 5pm on Friday 26th. Please note that **you are unable to remove any vehicles or equipment to and from site until instructed to do so by the events team.**

### Security:

Security will be hired throughout the duration of the event and will patrol the show site from Wednesday 24th August until the close of the event on Friday 26th August. However, it must be noted that trade stands, stock or vehicles remain the responsibility of the applicant at all times.

### Hazards:

A current copy of the following certificates will need to be submitted with your application where gas or electric is to be used.

- Certificate of gas safety.
- Certificate of electrical testing.

No balloons of any type will be permitted on the show site.

### Generators:

Generators must be operated in accordance with the relevant Health and Safety Standards, segregated from the public and protected by suitable barriers with appropriate fire extinguisher(s) positioned close by.

### Fuels:

Provision must be made for the safe and secure storage of all types of fuels. It is your legal responsibility to supply suitable fire extinguishers.

### Trade Waste:

Exhibitors are responsible, at all times, for keeping their stand and the adjacent area free of litter. Please help us to be a more environmentally friendly event by doing the following: Cutting out single use plastics, use alternatives such as cans and wooden cutlery. Use local suppliers where possible. Provide recycling bins within your area.

#### Parking:

Parking for traders will be available in Hasting Avenue Car Park which is a short walk from site. Upon confirmation of a successful application, further details will be provided.

#### Booking:

Important information before booking:

Exhibitors must apply and pay for sufficient space for all stays and guy-ropes required for any structure to be erected or vehicle (including tow bar). Only vehicles for refrigeration purposes or forming part of the display will be considered/authorised on site by the organisers prior to the event. All gazebos must be of a sound structure and able to withstand any adverse weather conditions which may occur.

**Please read our full event terms & conditions provided.**

#### Payment arrangements.

ALL successful exhibitors/traders will be invoiced in FULL. Upon receipt 50% of the total fee **MUST** be paid as a non-refundable deposit to secure the booking.

Important information – please read:

Completed applications **MUST** include a current:

1. Copy of your current Public Liability Insurance.
2. Risk assessment(s).
3. Covid risk assessment

And where applicable to your application, any of these supporting documents:

1. A minimum level 2 food safety in catering certificate or equivalent. (All ice cream and food concessions must be manned by at least one holder of a food safety certificate at all times food is being prepared or sold).
2. Name of the Local Authority the business is registered with.
3. Copy of the last Food Hygiene Inspection report from that Local Authority.
4. Food safety management plan/SFBB pack.
5. Certificate of electrical safety.
6. Certificate of gas safety.
7. PIPA or ADIPS certificates.
8. Menu and price list. If you are selling burgers this **MUST** be stated on your application form.

Applications including copies of any supporting documents to be returned to **clactonairshow@tendringdc.gov.uk** marked **CLACTON AIRSHOW CONCESSION BID DOCUMENTS ONLY**, and should be **received no later than FRIDAY 29th April 2022**. Any incomplete applications or those received after this date will be declined.

**Application for space:** Please fully complete the contact details and sign:

**Company Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Postcode:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Web:** \_\_\_\_\_

**Description of content including height of any structure being erected:**

\_\_\_\_\_

\_\_\_\_\_

**The following information MUST be provided:**

<b>Driver Name:</b>		<b>Make:</b>	
<b>Model:</b>		<b>Number plate:</b>	

## Catering concessions:

Concessions available to bid for:	Unit type:	No of concessions you require to bid for:	Minimum guide bid (for 2 days)	Your bid:	Length of unit: (in meters)	Width of unit: (in meters)
1	Ice Cream Concessions.	2 pitches				
2	Burgers & hotdogs (no fish & chips).		£2,500 each			
1	Fish & Chips (no burger & hot dogs etc).		£2,000 each			
1	World cuisine (Chinese, Italian, Thai etc).		£950 each (up to 9mx4m deep space)			
2	Non-alcoholic drinks hot or cold.		£1000 each (up to 9mx4m deep space)			
2	Other (Cornish pasties/pies, jacket potatoes, vegetarian, sandwiches/rolls/wraps, healthy options, speciality foods/meats).		£800 each  (up to 9mx4m deep space)			
<b>Desserts types etc.</b>						
1	Crepes, doughnuts, pancakes etc.		£1,000 each (up to 9mx4m deep space)			
2	Confectionery –Various sweets.		£1000 each (up to 9mx4m deep space)			
1	Chocolate/toffee fountains/dipped fruit, Strawberries & cream/candy floss etc.		£400 each (up to 3mx4m deep space)			

*Note: Pitch size requirements can be discussed/flexible within reason. Organisers reserve the right to vary the number of pitches available at their discretion.*



**Amusements concessions:**

*Organisers reserve the right to vary the number of pitches available at their discretion.*

Pitches available to bid for:	Description of unit:	Minimum bid (offer amount for 2 days)	Your bid:	Length of unit: (in meters)	Width of unit: (in meters)
1	Simulator	£1,500 each			
1	Games of chance/carnival games (e.g. lucky tickets etc)	£1,000 each			
1	High ropes, water orbs, bungee trampolines or similar	£650 each			

*Note: Organisers reserve the right to vary the number of pitches available at their discretion.*

**Exhibition/refrigerated vehicles:**

NO general parking is permitted on site or along Marine Parade West however, exceptions to parking will be permitted on site for those vehicles forming part of a display such as refrigerated/branded exhibition vehicle **at the discretion of the event organisers**. Please include the space required within your application above for Catering and/or Amusement Concessions to be considered.

If a vehicle forms part of your display confirm the following:

○ Total length of vehicle inc. tow bar	
○ Total width of vehicle inc. any overhang	
○ Height of vehicle	
○ Type of vehicle e.g. exhibition or refrigerated trailer etc.	



**Checklist:**

- Read through this form carefully.
- Fully complete, sign and return the official tender form enclosing any supporting documents required e.g. Public Liability Insurance, Risk Assessments, Gas &/or Electricity safety certificates any PIPA or ADIPS certificate, food safety management plan or any other documentation relating to Health & Safety etc as your application WILL NOT be accepted without this.
- Read through the event terms & conditions which have been enclosed.

I have read and understand the conditions and event regulations set out in this form and therefore confirm my agreement and understand that a binding agreement only occurs when there is written acceptance of your application by the company. On acceptance of the Tender you will be invoiced for the total amount where a **50% (non-refundable) payment will be required with immediate effect** to secure the booking. The remainder is due by no later than **31<sup>st</sup> July 2022**.

**Signed:** ..... **Print:** .....

**Date:** .....

**Please note:**

If you are a successful tender you will be informed after the closing date and invoiced in FULL. Once you are accepted your paid deposit will become non-refundable.

# EVENT TERMS & CONDITIONS

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## EVENT TERMS & CONDITIONS

Please read the following notes thoroughly before you sign the application form. Tendring District Council, the organisers, referred to below as "The Authority", reserve the right to refuse any application at the Authority's absolute discretion without explanation.

## TIMES OF OPENING

See appropriate event information sheet for details of opening times and set-up procedures. All units/exhibitions must remain open throughout the duration of the event. The Airshow, organised by the Authority, will hereinafter be known as 'the event'.

## WARNING- EXHIBITORS TAKE NOTE

Please note that exhibitors are responsible for the security of their own staff, units and personal belongings and are liable to indemnify the Authority as mentioned in regulation 5 below.

## REGULATIONS

### 1. NON-COMPLIANCE WITH REGULATIONS

The Authority or its agents have the power to order the removal of any article from the event ground, or to close the stand of any exhibitor who does not conform to the event regulations or the directions of the Authority's officials or stewards and, if necessary, to expel such exhibitor or his representative from the event ground.

### 2. APPLICATIONS

Ground space is available for the sale of goods, catering, demonstrations, entertainment, exhibition or display. The nature of the exhibits and sales goods must be stated clearly on the application forms.

No variation will be allowed after acceptance to the event, without the prior written approval of the Authority. Bookings will only be accepted in writing on official application forms. The completion of a stand application form and the receipt of a cheque do not constitute a contract with the Authority, unless and until the Authority issues written confirmation of the booking to the applicant. Site passes will not be allocated, until all fees have been paid in full. No product, product group or service can be guaranteed exclusive rights to sales on the site, unless agreed in writing with the Authority.

### 3. CANCELLATION

Where an exhibitor withdraws from the event or cancels the space reserved for any reason, all fees paid shall be forfeited, whether the site is re-let by the Authority or not. Please note the Authority does not accept any responsibility for any damage/loss of earnings or costs incurred as a result of the cancellation of the event. See section 16 for Covid procedures.

#### 4. INSURANCE

1. The Exhibitor shall effect and maintain at all times a policy of insurance with a reputable insurance company for Public Liability in the sum of not less than £5,000,000 (five million pounds) in respect of any claim and also an adequate sum in respect of Fire and Special Perils (and Employers Liability where applicable).
2. The Exhibitor must, prior to a booking being accepted, produce to the Authority on demand evidence of such policy and of the payment of the premium for it.

#### 5. INDEMNITY

The Exhibitor shall be fully responsible for and indemnify the Authority and keep the Authority indemnified against all claims, proceedings, costs and expenses arising from or in connection with the use of the site by the Exhibitor or the exercise or purported exercise of any permission or right given by the Authority to use the site (except to the extent that the same is shown to have been caused by the Authority).

#### 6. ELECTRICITY/GAS

No electricity is available on the event ground. The use of properly silenced generators is however permitted. Exhibitors must ensure any gas appliances have been recently examined and tested as satisfactory by a competent person and labelled to indicate the examiner's name and the date of the examination. All electrically powered equipment must be maintained to ensure compliance with the Electricity at Work Regulations.

#### 7. EXHIBITORS LIMITATIONS – NO HOLIDAY PRIZE DRAW PROMOTIONS WILL BE PERMITTED

1. Charitable Fund Raising and any activities deemed as 'Games of Chance' i.e. a Tombola stall is not permitted on any stand, which has not been granted permission by the Authority.
2. Those traders selling articles that are not in accordance with their original application, or trading without documented agreement from the Authority, will be closed down/removed from the event site.
3. No subletting of any portion of the trader's allocated site is permitted.
4. Sales activities must be confined to the stand area allocated and on no other area of the site.
5. Sale of food and drink is restricted to authorised catering concessions. Small samples may be given away free of charge for promotional purposes.
6. Written permission must be gained from the Authority for the use of any audio equipment which is to be used as part of the exhibition or unit.
7. Exhibitors must apply for and pay for sufficient space for all stays or guy ropes required for any building or tent, caravan or vehicle(s) (which stay on the site including tow bar of caravan) to be erected. Stand space boundaries will be marked out and any trader/exhibitor occupying a space beyond these may be removed, re-sited or charged accordingly at the discretion of the Authority.

#### 8. CATERING/ICE CREAM CONCESSIONS

All caterers must comply with the Food Safety and Hygiene (England) Regulations 2013. The food business operator shall put in place, implement and maintain a permanent procedure or procedures based on HACCP principles.

1. Caterers must provide sufficient receptacles for litter and tidy up litter around the stand area at the end of each day of the event.
2. No electricity is available on site. The use of properly silenced generators is permitted.

3. The Authority reserves the right to refuse any catering application without explanation.
4. The Authority's Environmental Health Officers will inspect vendor's premises and will also check them both on arrival and during the event, under the provisions of the Food Safety Act and Associated Regulations. Unsatisfactory inspections may result in removal from the site.

## 9. NUISANCE

Exhibitors may not use any loud speaker apparatus, engines, generators, or other equipment, participate in any activity or practice, or sell, display or offer for sale any toxic, noxious or offensive substance, article or thing, so as to cause nuisance, annoyance or distress to other exhibitors or to the public. The Authority's decision on such matters shall be final and binding on all exhibitors.

## 10. OVERHEAD OBSTRUCTIONS

Written permission must be gained from the Authority for flag poles, structures and advertising blimps in excess of 30 feet in height.

## 11. LITTER

Exhibitors are responsible, at all times, for keeping their stand and the adjacent area free of litter. Please help us to be a more environmentally friendly event by doing the following:

Cut out single use plastics, use alternatives such as cans and wooden cutlery. Use local suppliers where possible. Provide recycling bins within your area.

## 12. VEHICLE PARKING

ALL VEHICLES NOT FORMING PART OF THE DISPLAY MUST BE MOVED OFF THE MAIN SITE BEFORE THE SHOW OPENS TO THE PUBLIC. (See Section 7.7– Exhibitors Liability).

13. SAFETY It is the responsibility of all Traders and Exhibitors to make themselves aware of the relevant regulations appertaining to their activities at the "event" and, in addition, the Authority draws your attention to the following with which participants are required to comply with:

- Provide and maintain plant, equipment and systems or operations that are safe and without risk to health.
- Ensure the safe use, handling, storage and transport of articles and substances. Provide such information, instruction, training and supervision as is necessary to ensure the health and safety of you, your employees, contractors, organisers and members of the public.
- Conduct you're undertaking in such a way as to ensure that all persons who may be affected are not exposed to risks to their health and safety, therefore, taking all reasonable care for the health and safety of yourself and of other persons who may be affected by your activities.
- To cooperate fully with the Authority in the events in which you participate to enable the Authority to comply with all relevant Health & Safety Legislation.
- No person shall intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.
- Report any problems or potential hazards that you observe, or that you are made aware of, to the attention of the Authority's Event Information Area.
- Fire Precautions – All exhibitor/trader units must have adequate fire prevention in place and must provide relevant tested Fire Extinguishers and Fire Blankets.

- All extinguishers must conform to BS 5306-3:2017 and Fire Blankets to BS EN 1869:1997 and must have been serviced within 12 months of the date of the event.

Accident Reporting and Investigation during the event, any person needing treatment whatsoever should be attended to by the approved first aid provider who will be present on site. All accidents or injuries must be reported to the Authority's Event Information area immediately.

#### 14. APPLICATION FORMS

Any additional notes or regulations printed on application forms for specific events shall form part of these regulations. Deposits are non refundable.

#### 15. ADVERTISEMENTS IN OFFICIAL PROGRAMME

Whilst every effort will be made to fulfil the Advertisers requirements to their reasonable satisfaction, the Authority accepts no liability either directly or indirectly, expressed or implied, for any loss or damage arising from any error, inaccuracy or omission.

#### 16. COVID-19

The Authority will be constantly reviewing and updating the measures as new government guidelines are released.

Traders are to adhere to current guidelines and within those guidelines traders will be required to comply with the conditions below:

1. A Covid Risk Assessment must be provided.
2. Hand sanitiser must be displayed for customers to use.
3. PPE must be worn at all times when open when and if required.
4. Ensure Covid provisions are in place for employees including cleaning, hygiene and handwashing.

The Authority reserves the right to impose such additional regulations as it deems appropriate to ensure the safety of all persons involved in or attending the event.

In the event that anyone under your Supervision, employment or any persons attending your event should contract COVID 19 you will be responsible for reporting to the Health & Safety Executive (HSE) under Reporting of Injuries, Disease and Dangerous Occurrences Regulations 2013 (RIDDOR).

Should it arise that due a change in any Government Guidance issued that would cause the Airshow to be cancelled, then Tendring District Council cannot be made accountable for any form of compensation.

All queries relating to the above regulations or the actions of the Authority or its appointed Contractors should be addressed to: Event Director, Clacton Airshow

Tendring District Council, Town Hall, Station Road, Clacton-on-Sea, Essex, CO15 1SE