

Dated

GOSPORT BOROUGH COUNCIL

AND

<<grantee name>>

Trading as <<trade name >>

AGREEMENT

FOR THE SALE OF ICE CREAM AND SOFT DRINKS
AT LEE-ON-THE-SOLENT

Michael Lawther
Borough Solicitor
Gosport Borough Council
Town Hall
GOSPORT
Hampshire
PO12 1EB

LI26 (Ice-cream Concession - Beach Road Car Park)

THIS AGREEMENT is made this day of BETWEEN GOSPORT BOROUGH COUNCIL (“the Council”) of Town Hall, High Street, Gosport in Hampshire of the first part and <<grantee name>> trading as <<trade name>> (“the Grantee”) of <<grantee address>> of the second part

IT IS HEREBY AGREED as follows:

1.0 Definitions and Interpretation

In this Agreement:-

1.1 “the Beach Road Car Park” means an area of the Council’s land at Lee-on-the-Solent with the entrance opposite Beach Road adjoining Marine Parade East Lee-on-the-Solent in Hampshire edged in red on the attached Plan 1

1.2 “the Council” includes the successors in title of the Council

1.3 “the Grantee” does not include the successors in title of the Grantee

1.4 “the Rent” means <<tendered sum in words>>pounds (£<<in figures>>) per annum

1.5 “Ice Creams” means ice cream and/or ice lollies and includes wafers toppings sauces flakes (any topping or associated product for sale containing nuts or nut traces shall be brought to the purchaser’s attention by way of notice in the Vehicle)

1.6 “Vehicle” means vehicle adapted for the use as a mobile shop for the sale of Ice Cream and soft drinks in the Beach Road Car Park

1.7 “Splash Park” means the children’s water play park area to be constructed by the Council in 2019 edged in blue on the attached Plan 1

1.8 “Promenade Location” means the area of the public promenade between the Splash Park and the Amusement Arcade edged and hatched in red on the attached Plan 1

1.9 words importing one gender shall be construed as importing any other gender

1.10 words importing the singular shall be construed as importing the plural and vice versa

1.11 references to persons shall include bodies corporate

1.12 the clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

1.13 where the Grantee comprises more than one person the obligations and liabilities of those persons under this Agreement shall be joint and several obligations and liabilities

2.0 Grant

The Council will allow the Grantee from <<start date of licence period>> to <<end date of licence period>> to place one Vehicle in the Beach Road Car Park or in the Promenade Location for the sale of Ice Creams and soft drinks

3.0 Obligations of the Grantee

The Grantee shall:-

- 3.1 pay the Rent in advance to be received by the Council no later than on the date hereof
- 3.2 pay and indemnify the Council against Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Grantee under the terms of or in connection with this Agreement
- 3.3 comply with any direction of the Council as to the position of the said Vehicle
- 3.4 not use the Vehicle for the sale of Ice Creams and soft drinks until details have been submitted to and approved by the Environmental Health Officer demonstrating that the Vehicle has been adapted to the satisfaction of the Council for use as a mobile shop
- 3.5 comply with the requirements of the Food Safety Act 1990, the Food Hygiene (England) Regulations 2006 and the Health and Safety at Work etc Act 1974 and any other relevant statutory requirements from time to time
- 3.6 keep the Vehicle in a good state of repair and condition and produce on demand to an authorised officer of the Council a valid MOT certificate and a valid insurance certificate
- 3.7 use the Vehicle strictly in accordance with the terms of this Agreement
- 3.8 not use the Vehicle for human habitation
- 3.9 not sell from the Vehicle any produce other than Ice Creams and soft drinks
- 3.10 provide a suitable receptacle for rubbish and litter and remove any rubbish or litter from the Beach Road Car Park or Promenade Location at the end of each day's trading
- 3.11 not display any advertising material in or on the Vehicle without the consent of the Council being obtained (such consent not to be unreasonably withheld)
- 3.12 not do or permit anything to be done with or from the Vehicle which may be or become an obstruction or a nuisance to the Council or to persons using the facilities provided in the Beach Road Car Park or in the Promenade Location and/or on the adjoining Clifflands
- 3.13 ensure the public's safety is not compromised in any way whilst approaching and retreating from the Vehicle
- 3.14 obtain public liability insurance cover in the minimum sum of Five Million Pounds (£5,000,000) for any one claim and to provide to the Council a certificate of insurance to this effect prior to completion of this Agreement and to produce to an authorised officer of the Council a valid certificate upon request
- 3.15 provide to the Council details of any employees or persons who may assist the Grantee in the sale of Ice Cream and soft drinks from the said Vehicles

3.16 not to employ or utilise any person under the age of Seventeen years in connection with the Sale of Ice Creams and soft drinks from the Vehicle

3.17 obtain employers liability insurance for any of the Grantees employees and place the valid certificate in a conspicuous place within the Vehicle

3.18 indemnify and keep indemnified the Council in respect of all and any liabilities costs claims actions demands and expenses (including legal costs plus VAT) in relation to and in connection with any claims howsoever caused or arising from and in connection with the sale of Ice Creams and soft drinks from the Vehicle

4.0 General

4.1 The Council has no right to restrict the use of mobile shops on the highway and as a condition of this Agreement cannot accept any liability in connection with the exclusion of unauthorised mobile ice cream vending vans from the area of the Clifflands at Lee-on-the-Solent

4.2 This Agreement is personal to the Grantee and the Grantee shall not be entitled to assign or share the benefit of it or grant any sub-licence

4.3 In the event of a breach by Grantee of any term under this Agreement the Council may immediately terminate this Agreement by notice in writing to the Grantee without prejudice to the Grantee’s rights in respect of that breach

4.4 Any notice to the parties hereto under this Agreement shall be deemed to be sufficiently served if delivered personally or sent recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

In respect of the Council:

Head of Property Services
Gosport Borough Council
Town Hall
Gosport
Hampshire PO12 1EB

In respect of the Grantee:

<<name of grantee>>
<<address of grantee >>

AS WITNESS the hands of the parties hereto the day and year first before written

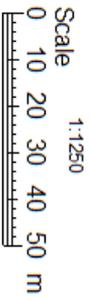
SIGNED by AUTHROISED SIGNATORY
for and on behalf of GOSPORT BOROUGH COUNCIL

SIGNED by <<GRANTEE NAME>>



**TOWN HALL, HIGH STREET, GOSPORT,
HANTS, PO12 1EB.**

DATE : 22/11/2018



Plan 1 - Beach Road Car Park and Splash Park
If this map has been transmitted electronically, use the scale bar in preference to the written scale

