LICENCE for the Provision of an Event and Mobile Catering

Service Concession at Tatton Park

THIS LICENCE is made the day of 201

BETWEEN

(1) CHESHIRE EAST BOROUGH COUNCIL of Westfields, Middlewich Road CW11 1HZ (“the **Council**”) and

(2) [ ] of [ ] (“the **Concession Operator**”)

NOW IT IS AGREED AS FOLLOWS:-

1. Definitions

In this Licence the following expressions shall have the following meanings:-

**Access Ways:** such of the roads and paths of the Park the use of which are necessary for obtaining access to and egress from the Premises or such of them as the Council shall from time to time in its absolute discretion designate to the Concession Operator

Additional Licence Fee Charge: the sums which become due and payable by the Concession Operator to the Council in accordance with the Agreement and this Licence and the Pricing Schedule attached to the Tender of the Concession Operator (the Pricing Schedule attached at Annexe A to this Licence) being 10% commission plus VAT on all sums over £350,000 plus VAT on all takings of the Concession Operator from the Permitted Use if those takings exceed

£350,000 plus VAT per year, such commission to be paid on 15th September 2020 and each subsequent 15th September in the Licence Term.

Agreement: the Agreement for the Provision of an Event and Mobile Catering Service Concession at Tatton Park of even date and made between the Council and the Concession Operator

 Base Licence Fee: [ ] thousand pounds (£[ ] ) payable as to 70% of the Base Licence Fee in High Season and 30% of the Base Licence Fee in Low Season on the dates and in the sums set out in Table 3 of Schedule 3 of this Licence.

1. The Base Licence Fee is subject to a 2% increase to [ ] thousand pounds (£[ ]) after one year of the Licence Term.
2. If this Licence is extended for one year at the end of the Licence Term (the Extension Period) then the Base Licence Fee as charged at the end of the second year of the Licence Term is subject to a 2% increase to [ ] thousand pounds (£[ ])
3. If this Licence is extended for one year at the end of the Extension Period (the Further Extension Period) then the Base Licence Fee as charged at the end of the third year of the Licence Term is subject to a further 2% increase to [ ] thousand pounds (£[ ]).

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Business and its services or the relevant part of them, having regard to factors such as the nature and size of the parties, the service levels, the term, the pricing structure and any other relevant factors.

Business**:** the business of catering, which provides the Services in respect of this Licence.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

Charges: the charges which shall become due and payable by the Concession Operator to the Council in respect of the Services in accordance with the provisions of the Agreement and this Licence, and which shall include the Base Licence Fee, Additional Licence Fee Charge (if any) and apportionment for utilities as set out in the Licence and any other payments which the Council may from time to time request from the Concession Operator.

Concession Operator's Business**:** the Business as carried on by the Concession Operator under this Licence from the Premises.

**Consents** mean all statutory and regulatory consents and permissions required in respect of the Works and the Permitted Use

Contract Year: a period of 12 months, commencing on the Start Date or any anniversary thereof, during the Licence Term.

**Events:** the organised activities set out in the Agreement

Force Majeure Event: any cause affecting the performance by a party of its obligations under this Licence arising from acts, events or omissions beyond its reasonable control, including acts of God, riots, wars, acts of terrorism, fire, flood, or earthquake and any disaster but excluding any industrial dispute relating to the Concession Operator, the Concession Operator’s personnel or any other failure in the Concession Operator’s supply chain.

Gross Weekly Receipts**:** the gross takings of the Concession Operator's Business in respect of the Services supplied by the Concession Operator under the Agreement and Licence in any week of the Licence Term starting on the Start Date, excluding all VAT and without deducting any sales rebates or discounts.

**High Season**: the high season for the Park defined in Table 2 of Schedule 3 of this Licence

**Licence Term:** the period of two years commencing on the Start Date and ending on 14th September 2021. The Council may extend the Licence Term by one year by giving 90 Business Days prior written notice to the Concession Operator (the Extension Period). The Council may extend the Extension Period by one year by giving 90 Business Days prior written notice to the Concession Operator (the Further Extension Period). The definition Licence Term shall include, if appropriate, the Extension Term and the Further Extension Term.

**Low Season**: the low season for the Park defined in Table 2 of Schedule 3 of this Licence

Park: Tatton Park Knutsford WA16 6QN as shown edged red on Plan 1 in which the Premises are located

**Permitted Hours:** the hours when the Park is open to the public and the hours when the Park is open for Special Events as set out in Schedule 3 to this Licence

**Permitted Use:** the carrying out of the Works and the Business which includes the Services by the Concession Operator

Plan 1: the plan attached to this Licence at Schedule 1

Plan 2: the plan attached to this Licence at Schedule 2

Premises**:** the locations as set out in this Licence from which the Concession Operator shall deliver the Services and further identified in Plan 2 which includes the Fixed Units, the Ice Cream Units and the Events Unitsor with the Licence of the Council in order to trial provision at new locations (Trial Units) located thereon.

Services**:** the catering services including the sale of ice cream/ snacks/ cold drinks / hot drinks/ hot food to be delivered by the Concession Operator in furtherance of the Concession Operator's Business and as further defined in relation to the Council’s Specification and the Tender bid of the Concession Operator under the Agreement.

Special Event: means an activity including, but not limited to, a performance, meeting, assembly, contest, exhibition, ceremony, parade, athletic or sporting competition, display or event or organised concert which are not included on the events list which forms part of the Specification and/or hospitality catering for a private party not accessible by the public, marquee catering or any event as otherwise reasonably so designated by the Council. Special Event shall not include casual use of the Park by visitors.

Specification: means the detailed requirements of service as set out in the Council’s Invitation to Tender and incorporated to the Agreement.

Start Date**:** 15th September 2019

Tender: means the response to the Invitation to Tender submitted by the Concession Operator and as included in the Agreement.

Units: the mobile catering units and associated equipment which are the property of the Concession Operator and located on the Premises which term shall relate to the units at the playground location (Fixed Units) and Boathouse Wood (Ice Cream Unit) and the units brought on to the Premises by the Concession Operator for use at Events (Events Units) shown on Plan 2 or with the Licence of the Council in order to trial provision at new locations (Trial Units).

VAT**:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

**Works:** the erection of stalls and associated activities involved in the Permitted Use

## Clause, schedule and paragraph headings shall not affect the interpretation of this Licence.

## The Schedules form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Schedules.

##  A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

## Words in the singular shall include the plural and vice versa and a reference to one gender shall include a reference to the other genders.

## A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

##  A reference to **writing** or **written** includes faxes but not e-mail.

## A reference to "the Agreement" or to any other agreement or a document referred to in this Licence is a reference to the Agreement or such other document or agreement as varied or novated from time to time.

## References to clauses are to the clauses of this Licence

## Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## Any obligation in this agreement not to do something includes an obligation not to agree or allow that thing to be done.

**2. RECITALS**

2.1 The Council is the owner of the Park

2.2The Concession Operator is to erect stalls and / or place vehicles on the Park on the Premises, occupy the Premises and pursue the Business and Services on the Premises.

2.3 The Concession Operator has requested that the Council grant access for him to enter onto the Park for the purpose of undertaking the Works on the Park and for the Permitted Use and the Council has agreed to grant the same upon the terms and conditions hereinafter appearing

1. **GRANT OF LICENCE**

#  Rights granted

## In consideration of the Concession Operator ’s obligations hereinafter appearing the Council HEREBY GRANTS to the Concession Operator his agents workmen contractors and all others authorised by the Concession Operator full licence and authority for the Licence Term during the Permitted Hours for the Permitted Use to enter onto the Park along the Access Ways with or without vehicles, to carry out the Works on the Premises and to occupy the Premises to carry out the Business and the Services from the Units in accordance with the Permitted Use and in accordance with the Agreement and also to bring onto the Park Event Units and Trial Units and place such units on land within the Park as agreed with the Council from time to time.

##  For the avoidance of doubt, the Council does not grant to the Concession Operator an exclusive licence and:

### The Council retains the right for itself and for other bodies to sell food, drink or similar to Park users from the Stables Restaurant, the Gardener’s Cottage, the shops in the Courtyard Area, temporary units in the Stableyard area, and the Farm and Old Hall; and

### The Concession Operator’s rights extend to the Premises and the Events only.

# Fees

## The Concession Operator shall pay the Charges in accordance with the terms of this Licence and the Agreement. All payments shall be directed to the Council in accordance with the Agreement or as from time to time directed by the Council.

## The Concession Operator shall pay the Base Licence Fee and the Additional Licence Fee Charge in accordance with the terms of this Licence and the Agreement. All payments shall be directed to the Council in the prescribed manner set out in the Agreement or as from time to time directed by the Council.

## If the Concession Operator fails to pay any amount payable by him under this Licence, the Council may charge the Concession Operator interest on the overdue amount. The Concession Operator shall pay the interest immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4% per annum above the base rate for the time being of the Bank of England. Such interest shall accrue on a daily basis and be compounded quarterly.

## The Concession Operator shall maintain complete and accurate records of, and supporting documentation for, the payment of Charges to the Council. Such records shall be retained for inspection by the Council for six years from the end of the Contract Year to which the records relate.

* 1. Upon production of a valid VAT invoice to pay all VAT that may from time to time be charged on any sums payable by the Concession Operator under this Licence and all VAT incurred in relation to any costs that the Concession Operator is obliged to pay or in respect of which it is required to indemnify the Council under the terms of this Licence, save where such VAT is recoverable or available for set off by the Council as input tax
	2. To pay to the Council on demanda contribution towards the costs incurred by the Council in respect of utility services for the Premises such contribution to be calculated by the Council at its discretion and apportioned in respect of the Premises

# 5. Concession Operator's obligations

The Concession Operator agrees with the Council as follows:-

5.1 The Concession Operator shall start trading on the Start Date and shall, at all times during the Term, in relation to the Concession Operator's Business:

### operate the Concession Operator's Business strictly in accordance with this Licence and not do anything that could bring the Business into disrepute or damage the reputation of the Business or of the Council;

### use the Premises for the Permitted Use during the Permitted Hours

### shall include value for money options on the menu and be able to demonstrate such options to the Council at all times;

### shall provide healthy eating options and locally sourced products on the menu and be able to demonstrate such options to the Council at all times;

### at the Concession Operator’s own cost obtain, maintain and comply with all licences and consents necessary for the operation of the Concession Operator's Business including but not limited to:

#### Basic Hygiene and Food Handling Certificates;

#### Health and Safety;

#### As required by the Licensing Act 2003;

#### Fire certification; and

#### Commercial waste;

### ensure that his personnel have appropriate first aid training;

### ensure that his personnel, agents and sub-contractors (if any) treat the Park, buildings and equipment with due care and attention;

### comply with all relevant legislation in relation to the Premises and their use and the Concession Operator's Business;

### operate the Concession Operator’s Business in accordance with the Agreement;

### operate the Concession Operator's Business within the perimeter of the Premises unless prior written approval has been obtained from the Council;

### give such notices in such places as required by law and/or as the Council may reasonably require.

## In performance of this Licence and delivery of the Services by the Concession Operator the time of delivery is of essence to the Council and the Licence.

# Environmental health and Health and safety

## The Concession Operator shall comply with all environmental health and health and safety legislation in force from time to time and any specific health and safety policies as required by the Council from time to time.

## The Concession Operator shall use his best endeavours to ensure compliance with Best Industry Practice relating to environmental health and safety and/or best practice guidance or equivalent as issued from time to time by the Health and Safety Executive.

# Hours of operation

## The Concession Operator is required to provide the Services at a minimum in accordance with the hours of operation set out in Schedule 3

# Accounting records

The Concession Operator shall:

### maintain records of all sales and Gross Weekly Receipts and submit to the Council a statement of them within seven days of request by the Council;

### keep and maintain complete and accurate accounts and records relating to the Concession Operator's Business. If required by the Council, the Concession Operator shall have them audited by qualified auditors nominated by the Council;

### deliver to the Council a copy of the audited accounts of the Concession Operator within three months of the relevant accounting year end;

### retain his accounting and financial records for at least six years after the end of any accounting year to which those records relate;

### allow officers or authorised representatives of the Council to enter the Premises and investigate the Concession Operator's records and take copies of the Concession Operator's accounts and records on reasonable notice, during usual business hours during the Licence Term and facilitate access to the same for a period of six years after the termination of this Licence; and

### supply to the Council copies of all VAT returns and any other financial and fiscal information which the Council may reasonably request including but not limited to the validation of the Additional Licence Fee Charge.

### Keep the Premises clean, tidy and free from rubbish at all times.

# Termination

## The Council may terminate this Licence with immediate effect by notice in writing to the Concession Operator on or at any time if:

### a Force Majeure Event occurs

### the Concession Operator becomes bankrupt, insolvent, makes any composition with his creditors, has a receiver appointed under the Mental Health Act 1983 or dies;

### the Concession Operator is convicted of a criminal offence;

### the Concession Operator ceases or threatens to cease to carry on his business;

### there is a risk or genuine belief that reputational damage to the Council will occur as a result of the Licence continuing;

### the Concession Operator is in breach of any of his obligations under this Licence that is capable of remedy and which has not been remedied to the satisfaction of the Council within 15 Business Days, or such other reasonable period as may be specified by the Council after issue of a written notice specifying the breach and requesting it to be remedied;

### there is a material or substantial breach by the Concession Operator of any of his obligations under this Licence which is incapable of remedy;

### the Concession Operator commits persistent minor breaches of this Licence whether remedied or not;

### persistent, valid complaints continue to be made to the Council about the quality of the service provided by the Concession Operator and the Concession Operator, having received notice of such complaints, fails to improve such service to the reasonable satisfaction of the Council; or

### the Agreement is terminated.

## Without prejudice to any rights that have accrued under this Licence or any of its remedies the Council may at anytime terminate this Licence by giving not less than two months’ written notice to the Concession Operator.

## In the event that at any time Charges are overdue for payment the Concession Operator will have committed a default for which the Council can terminate this Licence by giving 20 Business Days written notice to the Concession Operator. In the event that the Concession Operator remedies such a default within the 20 Business Day period the Council’s notice to terminate this Licence shall be deemed to have been withdrawn.

1. **AT THE END OF THE LICENCE PERIOD AND EXTENSION PERIOD**

##  10.1 The Council may extend the Licence Term for a further period of up to one year (Extension Period). If the Council wishes to extend the Licence, it shall give the Concession Operator at least 90 Business Days written notice of such intention before the expiry of the Initial Term.

## If the Council gives such notice then the Term shall be extended by the Extension Period.

## If the Council does not wish to extend this Licence it shall expire on the expiry of the Initial Term and the provisions of clause 11 shall apply.

## 10.4 The Council may extend the Extension Period for a further period of up to one year (Further Extension Period). If the Council wishes to extend the Extension Period, it shall give the Concession Operator at least 90 Business Days written notice of such intention before the expiry of the Extension Period.

## If the Council gives such notice then the Extension Period shall be extended by the Further Extension Period.

## If the Council does not wish to extend the Extension Period then this Licence shall expire on the expiry of the Extension Period and the provisions of clause 11 shall apply.

1. **TERMINATION WITHOUT COMPENSATION**

It is agreed and declared if the Council shall terminate the Licence under the terms of clause 10.3 or 10.6 the Concession Operator will not be entitled nor will the Council pay to the Concession Operator any compensation whatsoever as a result thereof

# Consequences of termination

## Any termination or expiry of this Licence shall not affect any rights or liabilities that have accrued prior to such termination.

## On termination or expiry of this Licence for any reason, the Concession Operator shall:

### immediately pay the Council the full amount of all sums due from the Concession Operator to the Council together with any interest payable;

### cease to operate the Concession Operator's Business from the Premises and not hold the Concession Operator out as a Concession Operator of the Council or do anything that may indicate any relationship between them and the Council;

### At the end of the Licence Period (and no later than 7 days following the termination of this Licence) the Concession Operator will ensure that the Premises shall be fully cleaned and restored in the same condition in which they were allowed to be used under the Licence. The Concession Operator shall remove all Works in a proper and workmanlike manner making good any damage caused to the Park resulting from carrying out and removal of the Works to the Council’s satisfaction and leave the Park in a clean and tidy condition and in no worse condition than at the date of this Licence.

# Indemnity

The Concession Operator shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with the negligence, omission or default of, or breach or negligent performance or non-performance of this Licence by the Concession Operator, his employees, agents or sub-contractors.

**14 DAMAGE**

Immediately upon becoming aware of the occurrence of any damage to the Park or any erections or structures or other structure on the Park, or injury to any person on the Park, directly or indirectly attributable to the exercise or purported exercise of the rights granted in accordance with this Licence, to make good the same entirely at his own expense and to the satisfaction of the Council, or pay to the Council or the persons injured full compensation in money for such damage

**15** **ACCESS**

 To permit the Council or its officers servants or agents to enter and view the exercise of the rights granted under the terms of this Licence to the Concession Operator.

**16**  **WORKS**

16.1 To carry out the Works in a good and workmanlike manner to the reasonable

 satisfaction of the Council and in accordance with all Consents and also to make good

 to the reasonable satisfaction of the Council with all practical speed after the

 occurrence thereof all damage to the Park caused by the Concession Operator’s

 operations.

16.2 To keep and produce to the Council accurate plans and records of all the Works made

 under the terms of this Licence.

16.3 To ensure that his contractors carry out the Works in accordance with current best

 practice and in accordance with an appropriately approved Health and Safety plan to

 comply with current Health and Safety Legislation

**17 NUISANCE**

 Not to cause or suffer or permit to be caused or suffered the Park or any part thereof for the purposes granted in accordance with the terms of this Licence to be used in any manner so as to cause material damage to the Park or any part thereof, or a nuisance, disturbance, injury or damage to the Council or the owners/occupiers of any adjoining land or members of the public at any time

**18 PLANNING**

 To obtain all planning or other permissions, licences, consents, registrations and authority from appropriate authorities and serve or display all notices that may be required to exercise the rights under the terms of this Licence on at or from the Park and if the Council shall reasonably demand produce evidence of such permissions, licences, consents, registrations and authority

1. **MOVING THE UNITS**

 As often as requested by the General Manager of the Park employed by the Council, to move

 the Units temporarily or permanently for the operational purposes of the Park.

1. **SIGNS**

Not to erect any permanent signs or buildings on the Park and not to erect any temporary signs or notices without the prior written consent of the Council.

# Utilities

## The Concession Operator shall reimburse the Council for all charges in respect of utilities or other services related to the Concession Operator’s Business within ten Business Days of such a request by the Council or as otherwise agreed in the Agreement and this Licence.

# Insurance

## The Concession Operator shall take out and maintain throughout the Licence Term an all-risk insurance policy or equivalent policies with a reputable insurance company (or companies) as the Council may, in its absolute discretion, specify. Such policy (or policies) shall include:

### liability for employees and third parties for an insured amount of not less that £10 million;

### public liability for an insured amount of not less that £5 million;

### professional indemnity cover for an insured amount of not less that £1 million;

## The insurance cover shall be in respect of all risks which may be incurred by the Concession Operator, arising out of the Concession Operator’s performance of the Licence, including death or personal injury, or damage to the Park or any other loss.

## The Concession Operator shall not breach, or allow any breach of, such policies.

## The Concession Operator shall provide the Council with copies of all such policies and renewals upon written or verbal demand.

## The Concession Operator shall promptly pay all premiums for such policies and should it be requested immediately provide the Council with evidence of payment of premiums.

## If the Concession Operator fails to take out and maintain such policies, the Council may do so and the Concession Operator shall reimburse the Council for all costs and expenses incurred in doing so.

## The terms of any insurance or the amount of cover shall not relieve the Concession Operator of any liabilities under the Licence.

* 1. The Concession Operator shall not do or omit anything that could cause any insurance policy on or in relation to the Park to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable.

# Premises

The Concession Operator shall comply with the terms, conditions, covenants and undertakings to be observed and performed by the Concession Operator under the Licence and without prejudice to the provisions of the Licence shall:

### at his own expense equip and keep the Premises and the Units in a good state of repair and refurbish, redecorate or improve the Premises and the Units when, and in such manner, as is required by the Council (which in the case of the Fixed Units only shall include using the Tatton colours and/or branding) prior to occupying the Premises;

### not carry out any alterations to the Premises or the Units without the Council's prior written consent;

### provide access to the Premises (including the Units) at all reasonable times, on reasonable notice and during usual business hours during the Term to allow the Council to inspect the Premises and the Units and the inventory and accounts of, the Concession Operator's Business and check that the Concession Operator is complying with his obligations under this Licence;

### keep the Premises and the Units clean and maintain hygiene and health and safety standards in accordance with applicable legislation and as required by the Council and ensure that fixtures and fittings are in working order;

### ensure that he displays all signs required to be displayed by the Council at the Premises/on the Units;

### not part with possession of or sell or transfer any interest in the Premises without the Council's prior written consent;

### provide the Council immediately with copies of any notices received by the Concession Operator under the terms of the Licence or served by any statutory body or other competent authority relating to the Premises and comply with the terms of such notices.

**22. THE CONCESSION OPERATOR’S RISK**

The Concession Operator or his agents or contractors shall enter the Land at his or their own risk and take all reasonable precautions to avoid loss or damage or injury to any part of the Park or person thereon

**23. EXCLUSION**

The Council shall not be liable for any losses claims demands actions proceedings

 damages costs or expenses or other liability incurred by the Concession Operator or

 any person in respect of the Permitted Use except for those which it is unlawful to

 exclude and nothing herein shall be deemed to restrict or exclude the liability of the

 Council for death or personal injury to the extent only that the same arises as a

 result of the negligence of the Council its employees servants or agents.

**24**. **THIRD PARTY RIGHTS**

 This Licence is not intended to confer any rights on any persons who are not named

 as parties hereto and the Contracts (Rights of Third Parties) Act 1999 shall not apply

 to this Licence

**25 COSTS**

On the date of this Licence the Concession Operator shall pay the sum of £450 to the Council as a contribution towards the legal costs of the Council and sum of £450 to the Council as a contribution towards the surveyor’s costs of the Council in respect of this Licence.

**26. EXCLUSION OF WARRANTY AS TO USE**

Nothing in this Licence is to imply or warrant that the Area may lawfully be used or is physically suitable for the exercise of the rights granted under the terms of this Licence

**27 NOTICES**

All notices served by either party to the provisions of this Licence shall be in writing,

and shall be sufficiently served if delivered by hand, or sent by recorded delivery to

the address of the Council or Concession Operator as appropriate specified in this

Licence.

**28 RELATIONSHIP OF COUNCIL AND CONCESSION OPERATOR**

For the avoidance of doubt it is agreed and declared that nothing herein contained is intended to create the relationship of Landlord and Tenant between the Council and the Concession Operator and this Licence may not be assigned nor may a sub-licence be granted in part or whole and any rights granted under the terms of this Licence may only be exercised by the Concession Operator and his employees and contractors

SIGNED FOR AND ON BEHALF

OF **CHESHIRE EAST BOROUGH COUNCIL**

 …………………………………………………………………………….

 Authorised Signatory

SIGNED BY

[ ]

 ……………………………………………………………………………….

In the presence of :-

Witness signature

Witness name

Witness address

Witness occupation

**SCHEDULE 1**

**PLAN 1**

**SCHEDULE 2**

**PLAN 2**

**SCHEDULE 3**

**HOURS OF OPERATION AND DATES OF PAYMENTS**

1. The Services at the Premises will be provided during the normal opening hours of the Park which are as follows:

**Table 1**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Mon | Tues | Weds | Thurs | Fri | Sat | Sun | Bank hols |
| High Season | 10.00 – 19.00 | 10.00 – 19.00 | 10.00 – 19.00 | 10.00 – 19.00 | 10.00 – 19.00 | 10.00 – 19.00 | 10.00 – 19.00 | 10.00 – 19.00 |
| Low Season | closed | 10.00 – 17.00 | 10.00 – 17.00 | 10.00 – 17.00 | 10.00 – 17.00 | 10.00 -17.00 | 10.00 – 17.00 | 10.00 – 17.00 |

**Table 2**

|  |  |  |
| --- | --- | --- |
| Year | Low Season  | High Season  |
| 2019-20  | 16th Sept 2019 – 27th Mar 2020 | 28th Mar 2020 – 31st Oct 2020 |
| 2020-21 | 1st Nov 2020 – 28th Mar 2021 | 29th Mar 2021 – 31st Oct 2021 |
| 2021-22 | 1st Nov 2021 – 27th Mar 2022 | 28th Mar 2022 – 30th Oct 2022 |
| 2022-23 | 31st Oct 2022 – 24th Mar 2023 | 25th Mar 2023 – 16th Sept 2023 |

 The Park is open every day except Christmas Day and on Mondays during Low Season.

 The opening hours of Tatton Park as advertised and updated on the Tatton Park website provide the maximum operational hours for the Concession Operator unless agreed with the General Manager of Tatton Park.

2. The Services for the Events will be provided by agreement.

**Table 3 PAYMENTS AND DATES**

|  |  |
| --- | --- |
| 30% Base Licence Fee payable in equal instalments in Low Season |  |
| DATE  | PAYMENT  |
| 15th November 2019 | £ |
| 15th January 2020 | £ |
| 15th March 2020 | £ |
|  |  |
| 70% Base Licence Fee payable in equal instalments in High Season |  |
| 15th May 2020 | £ |
| 15th July 2020,  | £ |
| 15th September 2020 | £ |
|  |  |
| 30% Base Licence Fee (subject to 2% increase) payable in equal instalments in Low Season |  |
| 15th November 2020 | £ |
| 15th January 2021 | £ |
| 15th March 2021 | £ |
|  |  |
| 70% Base Licence Fee (subject to 2% increase) payable in equal instalments in High Season |  |
| 15th May 2021 | £ |
| 15th July 2021 | £ |
| 15th September 2021 | £ |
|  |  |
| **EXTENSION PERIOD**  |  |
| 30% Base Licence Fee (subject to 2% increase) payable in equal instalments in Low Season |  |
| 15th November 2021 | £ |
| 15th January 2022 | £ |
| 15th March 2022 | £ |
|  |  |
| 70% Base Licence Fee (subject to 2% increase) payable in equal instalments in High Season |  |
| 15th May 2022 | £ |
| 15th July 2022 | £ |
| 15th September 2022 | £ |
|  |  |
| **FURTHER EXTENSION PERIOD** |  |
| 30% Base Licence Fee (subject to 2% increase) payable in equal instalments in Low Season |  |
| 15th November 2022 | £ |
| 15th January 2023. | £ |
| 15th March 2023 | £ |
|  |  |
| 70% Base Licence Fee (subject to 2% increase) payable in equal instalments in High Season |  |
| 15th May 2023 | £ |
| 15th July 2023  | £ |
| 15th September 2023 | £ |

**ANNEXE A**

**PRICING SCHEDULE**