CHESHIRE EAST BOROUGH COUNCIL

in partnership with ANSA Environmental Services Ltd

**Heads of Terms for a Licence Agreement to occupy Parkland areas**

**to operate a Mobile Catering Vehicle**

## Licensor

Cheshire East Borough Council

 Westfields

 Middlewich Road

 Sandbach

 Cheshire CW11 1HZ

**Licensee**

**………………………….**

## Demise

Park areas as per below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Nantwich Riverside Park Shrewbridge Lake | CW5 5ED  | SJ648523 | Recreation Ground | South | 1 | Hot & Cold Beveragesand/or Ice Cream\* |

## Term

1. The Licence period will be from (TBA) and run for a period of 3 years.

## Termination of Licence

1. If the Licensee wishes to terminate the Licence he must give 1 month prior written notice of such intention.

1. Cheshire East Borough Council reserves the right to terminate the Licence:-
2. Forthwith upon any breach of the items of this specification and
3. Upon giving one month prior written notice in any other circumstance

## Insolvency

If the Licensee ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company/contractor is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Cheshire East Borough Council without prejudice to other remedies shall have the right to terminate the contract immediately.

1. **Liability**

Cheshire East Borough Council shall not be liable for

1. Any loss or damage to the Vehicle or Goods while on site.
2. Any complaints regarding the Licensee or his Goods, for which the Licensee is solely responsible.

## Service Times

1. The minimum requirement for the provision of the Refreshment Service within the Park is:-

Every Saturday and Sunday

(unless inclement) \*Winter - *at concessionaires discretion - please indicate*

 \*Summer 12.00 noon – 4.00pm

During School Summer Holidays Monday to Friday

 12.00 noon – 4.00pm

Bank Holidays 12.00 noon – 4.00pm

(excluding Christmas Day,

Boxing Day and New Year’s Day)

(\*as determined by the operation of British Summer Time)

1. The Licensee may also be required to provide the Service at times additional to the minimum requirements when so requested by appropriate Officers of Cheshire East Borough Council’s / ANSA Environmental Services Ltd (Parks) and in response to the needs of the total service provision, i.e. Events, etc.
2. The Licensee may operate outside the minimum opening hours detailed above provided areas are accessible.
3. **Other Events**
4. The Licensee is to allow for the fact that, from time to time, there may be special eventsor activities which take place on the sites and which may cause minor disruption or require co-operative adjustment to the services being provided under the contract. Such events will be notified to the concessionaire no later than one month prior to the event.

## Catering Vehicle

1. The Refreshment Service will be operated from a mobile catering Vehicle provided by the Licensee. The Licensee may not erect any permanent signs or buildings on the site, and prior permission is required for the use of any temporary signs or notices.
2. The placement of the Vehicle will be at the site(s) as shown in Appendix 1. The Council will have the final say over the placement of Vehicles.
3. The Vehicle may be subject to inspection by the Council’s Environmental Health Inspectors prior to the award of the Contract.
4. The Vehicle must be kept in a clean, tidy and orderly state and in good condition with no or minimal rust and dents. Appropriate Officers of the Council / ANSAmust be permitted access to inspect the Vehicle at all reasonable times. The Council reserves the right to ban Vehicles from entering the sites and request replacements if they do not meet the standard required by this specification or if the Vehicle appears to be unroadworthy, dangerous and/or the food preparation and storage areas of the Vehicle are deemed to be unfit for purpose.
5. The Council will need to be satisfied that the Vehicle is adequately insured, taxed and has a valid MOT (if applicable) for the provision of the Service.

## Hygiene, Health and Safety

1. The Licensee will ensure high standards of hygiene and general cleanliness in the provision of the Service, and compliance with all relevant statutory requirements.
2. The Licensee must be registered with their Local Authority under the Food Premises (Registration) Regulations 1991 as amended for the provision of the services within the Contract and that he/she, their agents or servants comply in all respects with the provision of the Food Safety Act 1990 and Regulations made thereunder.
3. The Vehicle and the land in the immediate vicinity must be kept clean, tidy and free from rubbish at all times. A notice requesting the public to use the litter bins will be prominently displayed within the Vehicle and / or the contractor is obligated to provide litter bins if these do not already exist.
4. The Licensee will at all times comply with the reasonable directions of the appropriate Officers of the ANSA service.
5. The Licensee must hold both public and product liability insurance for a minimum of £5,000,000 (five million pounds).
6. The Licensee (where this is a legal requirement) must hold employers liability insurance for a minimum of £10,000,000 (ten million pounds).
7. The Licensee must confirm its policy and procedure for vetting and recruiting staff, particularly in relation to staff serving children and other vulnerable members of the public
8. Licensee is responsible for removal of their own waste and litter collection / disposal.
9. The Licensee is responsible for reporting rogue/unauthorised traders attending sites to the ANSAParks Officer, who’s details will be confirmed once the cotratc has been awarded.Whilst the council will endeavour to assist in the removal of said traders the council cannot guarantee immediate action at all times and will not offer recompense to the Licensee for any potential loss of earnings.

## Financial Arrangements

1. The Licensee will pay ANSA Envrionmental Services plc, an agreed annual licence fee for use of the designated site for the provision of the Refreshment Service. This sum will be exempt from V.A.T. (This sum will be according to your tender).
2. The licence fee is to be paid to the Council in advance in monthly instalments in each year of the licence period. On or before the 1st of the month.
3. There are no facilities on site for the storage or safe keeping of cash. It is entirely the responsibility of the Licensee to make their own arrangements for the safe and secure handling of monies taken in connection with any of the services. This shall be arranged with due regard for the safety and security of contractor’s staff or agents and the public and in compliance with the Licensee duty of care.
4. **Service improvements**
5. The Council would welcome any comments or suggestions, alternatives and innovations for the provision of the service at the site.
6. **Service Provision**
	1. The Licensee will offer for sale to the public:
7. The provision of snacks and hot and cold drinks (“the Goods”) for sale from a mobile catering vehicle (“the Vehicle”) located within the site. **Alcoholic drinks may not be sold.**
8. The provision of ice cream products and ice lollipops (“the Goods”) for sale from a mobile catering vehicle (“the Vehicle”) located within the site.
9. The provision may also be a combination of the above.
10. **Professional Fees**

The Licensee will pay the Licensors Surveyors costs of £350.00 and Legal costs of £350.00 for preparing and completing the Licence.

This sets out the principle terms and conditions to be contained within the Licence which will be prepared by Cheshire East Borough Council and may contain other terms as are consistent with a Licence of this nature.