

THIS LICENCE is made the _____ day of _____ Two
Thousand and Seventeen B E T W E E N CHESHIRE EAST BOROUGH COUNCIL
of Westfields Middlewich Road Sandbach Cheshire CW11 1HZ (hereinafter called
"the Council") of the one part and [_____] (company registration
number [_____]) whose registered office is situate at [_____
_____] (hereinafter called "the Licensee") of the other part

WITNESSETH as follows:

1. _____ THE Council HEREBY PERMITS the Licensee to use the site situated at
Riverside Park Shrewbridge Road Nantwich Cheshire ("the Site") more particularly
delineated on the plan annexed hereto and edged in red ("the Plan") for the sole
purpose stated in clause 2(5) below and for the purpose of identification only the
approximate position of the Licensees vehicle will be at one of the positions shown
with a red cross on the Plan FOR THE PERIOD of THREE YEARS from and
including the date hereof (herein called "the Licence Period") SUBJECT to the rights
conditions and restrictions hereinafter contained and on payment of the annual
Acknowledgement Fee hereinafter mentioned

2. _____ THE Licensee hereby agrees with the Council:

- (1) To pay to the Council for this Licence the annual Acknowledgment Fee of [_____] (£[_____]) plus value added tax (if applicable) in instalments of 1/12th of the annual Acknowledgment Fee each such sum being payable in advance on the first day of each and every month of the Licence Period with the first instalment of £[_____] plus value added tax (if applicable) to be paid on or before the date of this licence for the period from the date hereof to the last day of the same month subject to the provisions of clause 9
- (2) Not to erect any temporary stalls structures or erections of any kind on the Site
- (3) Not to erect any permanent structures advertisements display or notice boards on the Site

- (4) That the rights and liabilities hereby given are personal to the Licensee and shall not under any circumstances be transferred nor shall the occupation of the Site or any part of it be shared assigned or sub-let
- (5) To use the Site for the sole Purpose (“the Purpose”) of selling hot and cold food and snacks hot and cold drinks (which shall not include drinks containing alcohol) ice cream and ice lollipops only from a mobile catering vehicle and not to sell offer or expose for sale thereat any goods other than goods in connection with that Purpose and the Licensee shall not carry on business except at the Site and in the location as previously agreed by the Council and shall have no more than one vehicle on Site at any time FOR THE AVOIDANCE OF DOUBT the Council may in its absolute discretion change the position of the vehicle of the Licensee at any time during the Licence Period AND FOR THE FURTHER AVOIDANCE OF DOUBT the Council shall retain the right to grant licences to third parties for the sale of ice cream and/or hot and cold food and/or other refreshments within the Site for large and/or special events and for the use of the Site in any way in which the Council thinks fit and the Licensee hereby agrees that it will co-operate with the Council as and when required in relation to any adjustments required to the terms of this Licence when any such large and/or special events take place on the Site and furthermore the Licensee acknowledges that this Licence does not confer onto the Licensee any sole trading rights on or at the Site
- (6) (a) to observe perform comply with and abide by all statutes byelaws rules and regulations in force and from time to time made by the Council and any other statutory body in relation to the Site and/or the Licensees use of the Site
- (b) to obey all directions of the Council its duly authorised officers agents or servants and of any Police Officer

- (c) not to be or permit any servant of the Licensee to be guilty of any incivility or other misconduct at the Site
 - (d) to carry on business at the Site so as to cause no obstruction annoyance or nuisance to users of the Site and/or passers-by and any adjoining or neighbouring land owners or occupiers
 - (e) to be registered with the Council's Environmental Health Department who may inspect the mobile catering vehicle prior to this licence and at any time during the Licence Period as a food business pursuant to EC Regulation 852/2004 (Article 6(2)) and any amendments thereto and to abide by and fully comply with the Food Safety Act 1990 and any regulation thereunder including but not limited to the Food Safety and Hygiene (England) Regulations 2013 and Regulation (EC) No 852/2004 and any amendments thereto and if so required to provide to the Council proof of the same
 - (f) to hold a current and valid Street Trading Licence if so required by the Council in its capacity as Local Licensing Authority and to ensure that this is in place if required prior to the commencement of this Licence and throughout the Licence Period and to provide to the Council proof of the same
- (7) That upon being required in writing by the Council its duly authorised officer agent or servant to do so to forthwith discharge any servant who
- (a) shall be guilty of any conduct which in the opinion of the Council shall be prejudicial to the proper management of the property where the Site is situated or to the interest of the Council or
 - (b) neglects to observe the terms of sub-clause (7) hereof
- and the Council may forthwith determine this Licence and in neither case shall the Licensee or the servant or agent be entitled to compensation of any kind from the Council

- (8) At any time during the continuance of this Licence to permit the duly authorised officers agents or servants of the Council to enter upon the Site for the purpose of viewing the condition thereof and for any other purpose deemed expedient by the Council or its authorised officers agents or servants
- (9) Not to place any temporary advertisements display or notice boards in or about the Site except such advertisements display or notice boards as may relate to the trade or business carried on by the Licensee upon the Site and no such advertisements display or notice boards as aforesaid shall be exhibited unless the same shall have been previously approved by the Council ALL decorations literature and signs used in connection with the business of the Licensee and visible on the Site shall be subject to the prior approval of the Council and the Council may at any time if it thinks fit call upon the Licensee to alter or remove the same and the Licensee shall forthwith carry out such alteration or removal and the Licensee shall further remove all such decorations literature and signs used in connection with the business when this Licence comes to an end
- (10) That the Site shall be kept clean tidy litter free and in good order by the Licensee who shall empty and remove the waste from the waste bins provided on the Site by the Council and if no such waste bins are provided on the Site the Licensee shall provide waste bins and shall take all measures to keep the Site and the surrounding areas tidy and free from waste litter and rubbish to the complete satisfaction of the Council and will not allow any waste litter and/or rubbish to accumulate on the Site or deposit or permit the depositing of any waste litter and/or rubbish on any adjacent land or premises but shall dispose of all waste litter and rubbish to the complete satisfaction of the Council and the Licensee shall display a notice in a prominent position within the vehicle requesting that its customers use the waste bins provided on the Site

- (11) Not to throw or deposit nor permit to be thrown or deposited any waste litter or rubbish upon any part of the Site or any adjacent or neighbouring property and to dispose of soiled water only in the drains provided
- (12) The term "Licensee" shall include any assistant employee servant or agent of the Licensee the term "the Council" shall include anyone authorised by the Council to act on its behalf
- (13) Not to tout or suffer any touting whatsoever in on or near the Site
- (14) That within seven days after every change in the place or abode or registered office (as applicable) of the Licensee written notice thereof will be given to the Council
- (15) That the Licensee and all the servants engaged by it shall be respectably attired when on the Site
- (16) At the expiration or sooner determination of the said Licence to remove all property belonging to the Licensee from the Site and to yield up to the Council the Site in the same state and condition as the Site was in at the commencement of the Licence Period
- (17) That the Licensee shall be liable for and must effect and keep in place throughout the Licence Period insurance cover against all and any damage personal injury nuisance or negligence done or occasioned to any person or persons whomsoever arising in any way out of the permission hereby granted and shall indemnify and keep indemnified the Council and its employees from and against any and all actions proceedings liabilities costs suits damages claims expenses losses charges and demands in respect thereof which may be made against the Council or its employees by any person whatsoever in respect of loss damage or theft death or bodily injury arising from this Licence or the rights hereby granted and the Licensee shall effect such insurance cover with a reputable insurance company approved by the Council which shall include insurance cover against any and all third party and public liability claims to a minimum level of five million pounds (£5,000,000.00) product

liability claims to a minimum level of five million pounds (£5,000,000.00) and insurance cover in respect of employers liability to a minimum level of ten million pounds (£10,000,000.00) and insurance cover in respect of fire risks and the Licensee shall produce the insurance policies and receipts to the Council on demand

- (18) That any complaint with respect to the Licence shall be in writing and shall be submitted to the Council (at the address quoted in this licence) whose decision shall be final and binding on all matters relating to this Licence
- (19) That the Licensee shall ensure high standards of hygiene and general cleanliness in the course of carrying out its business on the Site and the Licensee shall comply with the provisions of the Food Safety Act 1990 (as amended) and any statutory modification or re-enactment thereof and any regulations and byelaws made thereunder including but not limited to the Food Safety and Hygiene (England) Regulations 2013 and Regulation (EC) No 852/2004 and with any other relevant statutory provisions relating but not limited to the preparation and sale of food and drink and will comply to the Council's complete satisfaction with all such requirements and any other requirements of the Council in connection with this Licence before entering onto the Site and during the Licensees occupation of the Site
- (20) That the Licensee shall not throw discharge or deposit nor permit to be thrown discharged or deposited on the Site any article or thing whatsoever and shall in every respect and at all times assist in keeping the Site in a clean and orderly condition and shall not bring onto the Site anything which is likely to be noxious or dangerous to other users of the Site
- (21) That:-
 - (a) The sale of ice-cream shall only be conducted from a mobile canteen or similar vehicle adapted and equipped as hereunder
 - (b) The vehicle shall be enclosed on all four sides with only the serving hatch open when in use

- (c) The side or sides used for serving customers shall be a serving hatch of a size suitable for handling the purchase to the customer
 - (d) Ice-cream shall be stored below 28°F by means of a “cardice” (solid ice) container or similar efficient means
 - (e) Running hot and cold water shall be provided within the vehicle and a sink shall be installed fitted with a tap supplied by means of a pipe from the water tank and the means of heating the water shall be by electric and a waste pipe shall be connected to the sink and run to the waste-water tank
 - (f) Internal surfaces shall be kept hygienically clean and tidy at all times
 - (g) Floor surface shall be covered and washable
 - (h) Installations not essential to the sale of ice-cream food snacks and hot drinks shall be removed and centre space kept clear except for the cardice container or similar container
 - (i) Ventilation shall be provided and all vent openings shall be fly-proofed
 - (j) Clean uniforms and soap and clean towels shall be provided for use by the Licensee and its employees
- (22) That the Licensee shall not light or use any fire upon any part of the Site so as by smoke or otherwise to cause annoyance to any person whomsoever
- (23) (a) That the Licensee shall be open for business on the Site and shall operate from the Site as a minimum between the hours of 12 noon and 4pm
- every Saturday and Sunday during British Summer Time
 - in the school summer holidays (as defined by Cheshire East Council) every Monday Tuesday Wednesday Thursday and Friday
 - every Bank Holiday (excluding Christmas Day Boxing Day and New Years Day) throughout the Licence Period

and in addition to the minimum opening times set out in this sub clause the Licensee shall open for business and operate from the Site at the discretion

of the Council and as and when required or permitted by the Council in order to meet its total service provision e.g. for special events

- (b) Daily vehicular access to the Site is during the hours of 9am and 5pm during British Winter Time (being that part of the year which is not British Summer Time) and between the hours of 9am and 8:30pm during British Summer Time and the Licensee is permitted to enter the Site at hours which are prior to or extend beyond the minimum opening times set out in sub clause 2(23)(a) above and open for business and operate if so desired by the Licensee
- (24) That the Licensee shall remove its vehicle from the Site at the end of each day
- (25) That the Licensee must ensure that throughout the Licence Period its vehicle present on the Site is properly taxed and insured and where applicable has an up to date MOT certificate and is kept clean tidy in an orderly state with no or minimal rust and dents and in good working condition and the Council shall be permitted to inspect the vehicle at all reasonable times and in the event that the Licensees vehicle does not comply with the requirements of this Licence the Council may prevent any such vehicle from entering onto the Site at any time and shall be entitled to request that a replacement vehicle is provided by the Licensee
- (26) That the Licensee and its employees will not smoke in and around the vicinity of the vehicle from which the Licensee operates
- (27) That the Licensee shall report to the Council forthwith any and all unauthorised traders present on the Site and the Council shall use its reasonable endeavours to remove any such unauthorised traders within a reasonable period of time and in such circumstances the Council shall not be liable for payment of compensation to the Licensee for any potential loss of earnings

- (28) That the Licensee will ensure that it complies with the policies of the Council with regard to the employment and monitoring of all persons working closely with both children and vulnerable adults and the Licensee shall stringently vet and have in place robust recruitment and selection practices which shall include the taking up of all references provided and requests for full employment histories for all persons employed by it and working at the Site during the Licence Period and the Council shall request from the Licensee proof that such measures are in place and being used from time to time throughout the Licence Period
- (29) That the Licensee shall ensure that the engine of the vehicle it uses on the Site is switched off at all times when the vehicle is stationary and any equipment used by the Licensee must be operated from and connected to the supply provided by the Licensee or the Council where the Licensee has elected to utilise the mains power supply on the Site
- (30) That the Licensee shall be wholly responsible for the payment of all rates and any other outgoings (including the cost of any electricity used on the Site by the Licensee) arising as a result of this Licence and the Licensee occupying the Site
- (31) (a) That unless otherwise stated there are no facilities provided on the Site for use by the Licensee in the carrying on of its business pursuant to this Licence and therefore the Licensee must provide its own equipment and means of power and supply and if the Licensee uses a generator this must be first approved by the Council prior to it being used on the Site and must be of a low noise or silenced type
- (b) The Licensee has the option to utilise the existing mains power located in the adjacent building to the Site by giving notice to the Council
- (c) Prior to utilisation of the existing mains power and at regular intervals during the Licence Period and immediately upon termination of this Licence the Council and the Licensee will jointly take meter readings of the mains power

supply and the Licensee agrees that they will be responsible for the full cost of any electricity used during the Licence Period without deduction or set-off (which will be re-charged by the Council to the Licensee by no more than two invoices each year of the Licence Period).

- (d) Failure to pay to the Council the cost of the electricity used within 30 days of an invoice being issued will result in immediate termination of the Licence in accordance with clause 9
- (32) That the Licensee shall be entirely responsible for the control of all monies in respect of it carrying on its business on the Site and to take into account all such reasonable safety and security measures in respect of cash handling as are applicable in this regard and in relation to the Licensees staff agents and/or members of the public and in compliance with the Licensees duty of care
- (33) To provide to the Council any comments and/or suggestions alternatives innovations that the Licensee has and anything else relevant to the use of the Site by the Licensee
- (34) To pay to the Council upon the completion of this Licence the sum of Three Hundred and Fifty Pounds (£350.00) in consideration of the Council's surveyors costs and a further sum of Three Hundred and Fifty Pounds (£350.00) in consideration of the Council's legal costs both for the preparation and completion of this Licence

3. THE Council reserves the right to refuse the exhibition of any article or order the removal of any article on exhibition or sale which it deems unsuitable or objectionable without assigning any reason for such refusal and the decision of the Council on all matters affecting this Licence shall be final and binding upon the Licensee

4. THE Council shall have the right to order the Licensee to carry out any reasonable alterations to its vehicle used to carry out the Purpose on the Site which it may think fit and it shall not be necessary for the Council to give any reason

5. _____ THE Council shall not be liable for any loss or damage to or the safety of any stock the Licensees vehicle or other property or goods of the Licensee or any other person claiming through or under the Licensee and the Council shall not be responsible for any damage injury or loss of any kind whatsoever which may be sustained by the Licensee in connection with or arising out of the permission hereby granted

6. _____ THE Council shall not be liable for any complaints made in relation to the Licensee and/or its goods sold in the course of it carrying on its business on the Site for which the Licensee will be solely responsible

7. _____ THE Council retains the right on twenty four hours written notice to the Licensee to amend or extend the rules and regulations relating to the Site including the days and times during which the Licensee is obliged to operate at the Site and the location on the Site from which the Licensee may operate and any other terms of this Licence

8. _____ THE use of the Site by the Licensee for the Purpose and in accordance with this Licence shall in no way limit or diminish the rights or powers of the Council as owner thereof and as a local authority

9. _____ IT IS HEREBY AGREED that this Licence will determine and cease:

- (1) at the end of the Licence Period;
- (2) shall be determinable by the Council immediately without payment of compensation in the event of the Licensee failing to observe perform or fulfil any of the terms or conditions of this Licence or if the Licensee is unable to pay its debts in the ordinary course of business or as they become due or by the Licensee committing an act of bankruptcy or having a bankruptcy petition issued against him or having a winding-up petition issued against it or compounding with its creditors or making any default in the payments hereinbefore referred to
- (3) in all other circumstances by either party giving one months prior notice in writing to the other party at any time;

any notice served in relation to this clause and Licence shall be validly served if in writing and addressed to the Licensee at the address quoted in this Licence or to such other address as may have been notified to the Council in pursuance of Clause 2(14) hereof or left with the servants or agents in charge of the Licensees vehicle under the provisions of this Licence or in respect of the Council shall be validly served if in writing and addressed to the Council at the address quoted in this Licence

10. IN this Licence words importing the masculine gender shall be deemed and taken to include the feminine gender and the singular shall include the plural and vice versa unless the contrary is expressly provided and where this Licence shall be taken by more than one person the covenants herein contained shall be deemed to be jointly and severally entered into

IN WITNESS the hands of the parties the day and year first before written

SIGNED by an AUTHORISED SIGNATORY)
for and on behalf of)
CHESHIRE EAST BOROUGH COUNCIL)

AUTHORISED SIGNATORY

SIGNED for and on behalf of)
[])
acting by:-)

Director

In the presence of: -

Witness signature.....

Witness name.....

Address.....

.....

.....

Occupation.....

DATED

2017

CHESHIRE EAST BOROUGH COUNCIL

- and -

[_____]

AGREEMENT

relating to a concession site
situated at Riverside Park
Shrewbridge Road Nantwich
in the County of Cheshire

Bill Norman
Director of Legal Services
Cheshire East Borough Council
Westfields
Middlewich Road
Sandbach
Cheshire
CW11 1HZ