

Dated

GOSPORT BOROUGH COUNCIL

AND
<<Grantee Name>>
TRADING AS
<<Trade Name>>

AGREEMENT

FOR THE SALE OF ICE CREAMS AND SOFT DRINKS
AT STOKES BAY, GOSPORT IN HAMPSHIRE

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

The Council will allow the Grantee from <<date licence period begins>> to <<date licence period ends>> to place one Vehicle for the sale of Ice Creams and soft drinks on each of the Prescribed Trading Areas detailed in the Schedule of this Agreement

3.0 Obligations of the Grantee

The Grantee shall:-

3.1 pay the Rent in advance by four equal quarterly payments on the 25 March, 24 June, 29 September and 25 December (and so in proportion for any period less than a quarter and the first proportionate payment to be due on the signing 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 given by the Council regarding the location of the Vehicles

3.4 not use any Vehicles for the sale of Ice Creams and soft drinks until details have been submitted to and approved by the Environmental Health department at the Council demonstrating that the Vehicles have 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

3.6 keep all Vehicles in a good state of repair and condition and produce on demand by an authorised officer of the Council a valid MOT certificate and a valid insurance certificate

3.7 use the Vehicles strictly in accordance with the terms of this Agreement

3.8 not use any of the Vehicles for human habitation

3.9 not sell from the Vehicles any produce other than Ice Creams and soft drinks

3.10 provide a suitable receptacle for rubbish and litter and remove any rubbish and litter from the Prescribed Trading Area at the end of each day's trading

3.11 not display any advertising matter in or on the Vehicles without the consent of the Council being obtained (such consent not to be unreasonably withheld)

3.12 not to do or permit anything to be done with or from the Vehicles which may be or become an obstruction or a nuisance to the Council or to persons using the facilities provided in the car parks and/or adjoining land at Stokes Bay

3.13 ensure the safety of the public is not compromised in any way whilst approaching and retreating from the Vehicles

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 Creams and soft drinks from the Vehicles

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

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

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 Vehicles

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 Stokes Bay

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 Corporate Asset Management
Gosport Borough Council
Town Hall
Gosport
Hampshire PO12 1EB

In respect of the Grantee:

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

4.5 The parties to this Agreement agree that any third party rights which are contained or referred to within this Agreement are all excluded from the effect of the terms and conditions set out in the contracts (Rights of Third Parties) Act 1999.

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

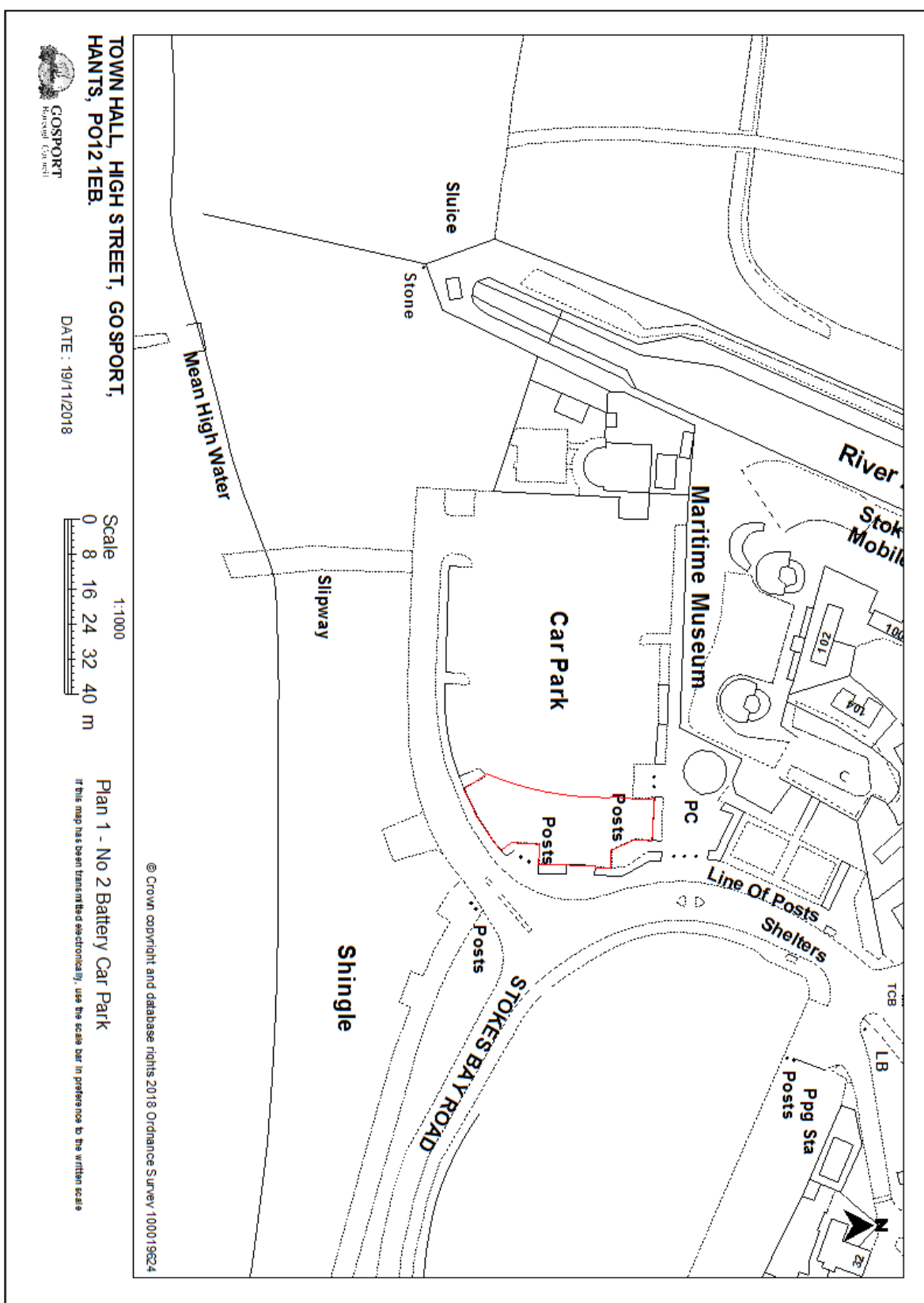
THE SCHEDULE
The Prescribed Trading Areas

Shown for identification purposes edged red on the attached plans and more particularly described as:

- (1) The car park at the westerly end of Stokes Bay Gosport near No 2 Battery known as No. 2 Battery West Car Park but excluding any part of the car parking area within seventy metres of the café building
- (2) The car park approximately half way between No.2 Battery and the Sailing Club known as Alverbank East Car Park
- (3) The car park immediately west of the Sailing Club, known as Pebble Beach Car Park but excluding any part of this car park within eighty metres of the café/restaurant known as Pebbles Wine Bar
- (4) The car park at the easterly end of Stokes Bay near the Gosport and Fareham Inshore Rescue Service (GAFIRS) building known as Gilkicker Car Park.

SIGNED BY AUTHORISED SIGNATORY
for and on behalf of GOSPORT BOROUGH
COUNCIL

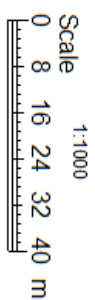
SIGNED by
<<name of grantee>>
For <<trade name>>





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

DATE : 19/11/2018



Plan 2 - Averbank East Car Park
if this map has been transmitted electronically, use the scale bar in preference to the written scale

