

Dear [NAME] ,

**[FOOD/ICE CREAM/LEISURE/ART/WATERSPORTS] CONCESSION:**

Further to your recent offer, I am pleased to offer you a new Licence subject to the following terms and conditions:-

1. The Licensee is [NAME] XXXXX of [ADDRESS]X
2. The Licensor is Gosport Borough Council ('GBC') of High Street, Gosport PO12 1EB
3. The Licence shall be for [x] months, operating from [XX/XX/XX] until [XX/XX/XX] unless otherwise determined in accordance with the provisions of clauses 23 to 27 below
4. The total Licence fee for the whole period shall be £XXX, plus VAT, made payable in advance. The Licence fee will be exclusive of rates and any other statutory outgoings. It is the Licensee's responsibility to provide their own source of electricity and water.
5. The total legal and admin fee for the whole period shall be £350 (£250 legal fee and £100 administration fee as standard to complete the licence.
6. The Licensee shall have the right to site a [kiosk] for the sale of [xxxxx] on the land shown edged red, as accessed by the area shown in brown, on the attached plan (page 5) situated at [ADDRESS], or such location as may otherwise be directed by any authorised representative of GBC, in accordance with clause 25 below.
7. The Licensee shall ensure that they obtain any necessary planning consents for the occupation of the site. For advice on this please direct all enquiries to the Local Planning Authority at GBC
8. The Licensee shall comply with all relevant statutes, regulations and bylaws in force for the time being, including those that may relate to Covid-19 (if appropriate), and with the conditions of this Licence
9. The Licensee shall comply with all requirements regarding the Food Safety (General Food Hygiene) Regulations 1995 or subsequent statutes
10. The Licensee shall comply with the Gosport Borough Council Licence Policy (attached)



**GOSPORT**  
Borough Council

11. The Licensee must at all times whilst trading provide a suitable container for rubbish/recycling and remove the rubbish/recycling from the site at the end of each day's trading, prior agreed with the Licensor
12. The Licensee shall operate in a manner which causes no avoidable nuisance to GBC or the general public. The Licensee will not be permitted to use loudspeakers or any unreasonably amplified sound
13. The Licensee shall not exhibit any advertising signs, posters or such like on the site without the prior approval of the Licensor
14. The Licensee shall allow access by authorised representatives of GBC at all reasonable times to enable them to ensure that the terms of the Licence are being complied with to their satisfaction
15. Whilst trading, the Licensee shall display their name and address so that this can be seen by the public
16. The Licensee shall ensure that at all times a list of prices of the products available for sale is displayed prominently in full view of users of the facility
17. The Licensee shall provide insurance of at least £10 million to insure against third party liability claims and to indemnify GBC against all claims, liabilities, actions, demands and expenses arising in respect of the grant of this Licence. The Licensee shall provide GBC on demand the insurance certification and evidence of full payment of the premium
18. The Licensee shall use a mobile kiosk or van which meets the approval of the Licensor
19. The Licensee should turn off the engine of any vehicle whilst stationary and/or trading
20. No street furniture may be situated outside the mobile kiosk or van unless with the written consent of GBC
21. The Licence is personal to the Licensee and is not transferable to any other person, firm or company
22. The Licensee and their employees are forbidden to sell, display or wear any article which is or is intended to be offensive either in writing or pictures. GBC's decision is final and they should be consulted if doubt exists on whether any article/material could be considered offensive
23. The Licensee shall ensure that the mobile kiosk or van is not permanently sited and that it is removed from the site at the end of each day's trading



**GOSPORT**  
Borough Council

24. GBC reserves the right to terminate the Licence with immediate effect in the event that the Licensee and/or the activities permitted by this Licence cause a nuisance to GBC, or anyone else
25. The Licensee shall reimburse GBC's costs for repairing all damage caused by the Licensee's occupation and use of the site if the Licensee does not make good any damage to the site
26. The Licensee agrees that GBC reserves the right to re-site the concession on seven days' written notice, served personally or delivered by first class post to the Licensee's last known address, or emailed to the supplied email address
27. The Licensee agrees that GBC will be entitled to terminate this Licence on seven days' written notice, served personally or delivered to the Licensee's last known address or emailed to the supplied email address if there is any contravention of any of the terms contained herein
28. The Licensee agrees that no compensation will be payable by GBC for any loss of trading due to circumstances beyond its control
29. No relationship of Landlord and Tenant will exist by this agreement, and the use of the site is subject to a licence only and that GBC retains possession of the site at all times
30. The Licensee must offer Fairtrade and sustainable products if these are readily available
31. The Licensee should offer a variety of food and drink options including those to cater for members of the public with allergies or intolerances such as Gluten, Lactose, Egg free and vegetarian or vegan diets
32. Where possible, the Licensee must offer a range of healthy eating options
33. Any reference in these conditions to a Licensee includes the reference to any person employed by or assisting the Licensee
34. This Licence shall rest on correspondence without the need to prepare formal documents

If the above terms and conditions are satisfactory to you, please sign, date and return a copy of this Licence to the undersigned within the next seven days.

Arrangements for the Licence Fee invoicing will be made separately at the appropriate time.

I agree to the above-mentioned terms and conditions.



**GOSPORT**  
Borough Council

On behalf of the Licensor (Gosport Borough Council).

On behalf of the Licensee (NAME).

Signed:

Signed: .....

Print Name: xxxxxxxxx

Print Name: .....

Position: xxxxxxxxx

Position: .....

Date:

Date: .....

## **APPENDIX**

### **PLAN**

(to be attached)

### **LICENCE POLICY**

(To be attached)