

Standard Terms for a Concession Licence

Note:	<p>In return for an acceptable rental offer and commitment from the successful applicant to provide a quality offer Canterbury City Council as landowner intends to grant a licence on the following outline Terms of Business. These Terms of Business are not intended to create any legally binding obligations.</p> <p>The proposed licence may contain further terms as Canterbury City Council may require, including any terms necessary to administer the applicant proposal as set out in the tender.</p>
Terms:	Definition:
Licensor	Canterbury City Council, Military Road, Canterbury, Kent, CT1 1YW
Licensee	To be determined.
Licence	<p>The Licensee shall use the Permitted Area for the use tendered for.</p> <p>No relationship of landlord and tenant is created between the Licensor and the Licensee.</p> <p>The Licensor shall not be liable to the Licensee for any compensation due to loss, damage, nuisance or inconvenience arising from the grant of a concession licence.</p>
Permitted Area	<p>The Licence is restricted to the area advertised as part of the tender. The Permitted Area will be denoted on a plan.</p> <p>The Licence is restricted to the Permitted Area advertised as part of the tender, unless an alternative area is allocated by the Licensor.</p>
Vehicle	As specified within the proposal the design and facilities of which must be approved by the Licensor.
Licence Term	A licence commencing on 1st March 2018 for a term of up to 3 seasons.
Termination	The Licensee will have the option to terminate the Licence by giving not less than 6 weeks written notice. The Licensor may terminate the Licence immediately in the event of a material breach of the Terms.

Licence Fee	<p>The initial Licence Fee will be in accordance with the tender proposal.</p> <p>The Licence Fee (plus VAT) will be payable half yearly in advance, with the first payment due on the commencement of the Licence and the second Payment due on 1st July.</p> <p>In addition to the Licence Fee the Licensee will be required to pay VAT.</p>
Insurance	<p>The Licensee will indemnify the Licensor against any claim or loss arising from the Licence and will maintain public liability insurance of no less than £5 Million.</p> <p>Employers liability insurance (if applicable) should be held for a limit of no less than £5 Million</p> <p>Copies of the required policies should be provided to the Licensor prior to the grant of a Licence.</p>
Maintenance of Equipment	<p>The Licensee will be responsible for the maintenance and upkeep of its own equipment and machinery.</p>
Use	<p>The Licensee will have the right to operate the Permitted Use within the Permitted Area as outlined within the proposal.</p> <p>The Permitted Use will be restricted to the sale of ice creams and cold drinks unless the Licensor agrees to any variation.</p> <p>At all times ensure the Licensee's activity or vehicle does not block or restrict the public rights of way or access across the Permitted Area.</p>
Licensor's obligation	<p>To provide a metered electricity supply for the Licensee to connect.</p>
Outgoings	<p>Where supplied the Licensee will pay for all utilities including electricity and water used in connection with the vehicle and Permitted Area on receipt of an invoice from the Licensor.</p> <p>The Licensee will take meter readings every 2 months throughout the Licence Period and forward those readings to the Licensor within 5 days.</p>
Excluded Areas	<p>The Licence only permits the Licensee to undertake the activity as outlined in the tender from the Permitted Area and excludes all other areas.</p>
Alienation	<p>The Licensee cannot assign, sublet or share the Licence with any other party.</p>
Advertisements	<p>No sign or 'A' Boards are to be placed in the Permitted Area without the Licensor's consent.</p>

Waste	<p>The Licensee is to provide a waste bin with the activity/vehicle and arrange to have all trade waste collected by a responsible waste collector.</p> <p>A copy of the trade waste agreement and copies of the waste transfer notes are to be made available to the Licensor on request.</p>
Due diligence	<p>The Licensee will be responsible for carrying out any necessary due diligence and will satisfy itself as to the suitability and condition of the Permitted Area for the proposed use, prior to entering into the Licence.</p>
Disclosure and Barring Service (DBS)	<p>Prior to the granting of the Licence the Licensee will ensure that all staff under its control have valid DBS certification. Copies of the certificates are to be provided to the Licensor prior to the grant of the Licence.</p>
Compliance with Statute	<p>The Licensee shall comply with the laws, regulations and statute relating to the use of the Permitted Area by the Licensee.</p>
Costs	<p>To pay the Licensor's costs of £500 in connection with the preparation and completion of the Licence.</p>
Other Terms	<p>According to the Licensor's required terms and conditions.</p>