

DATED

2019

FYLDE BOROUGH COUNCIL

and

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LICENCE

relating to a mobile kiosk for the sale of ices, sweets, hot & cold drinks

on the Esplanade at Lytham Green

Ian Curtis  
Head of Governance  
Fylde Borough Council  
Town Hall  
Lytham St Annes  
FY8 1LW

THIS LICENCE is made the [ ] day of 2019

BETWEEN FYLDE BOROUGH COUNCIL of the Town Hall St. Annes Lancashire (hereinafter called "the Council") by the hand of IAN CURTIS its Head of Governance of the one part and [ **name** ] of [ **Address** ]

(hereinafter called "the Licensee") of the other part

WHEREBY IT IS AGREED as follows:-

1. The Council so far as it lawfully can or may and subject to the right of the Council to determine this Licence as hereinafter mentioned GIVE LEAVE AND LICENCE to the Licensee during the period from the First Day of April or Easter (whichever is the earlier) to the Thirty First Day of March (both days inclusive) 2022 to place one mobile ice cream van or kiosk (hereinafter called 'the kiosk') on Lytham Esplanade, Lytham St. Annes aforesaid the actual position of such kiosk to be such as the Council shall determine (hereinafter called "the site") which for identification purposes is referred to on the plan annexed hereto.

2. It will be the responsibility of the Licensee to submit for the approval of the Council full details of the kiosk proposed to be positioned (including but without prejudice to the generality of this clause details as to the type size materials of constructions elevation and colour thereof) and of the equipment apparatus and appliances mentioned in clause 3 hereof and not to position any such kiosk or provide in or to such kiosk any equipment apparatus and appliances until the approval of the Council has been first obtained

3. To provide in such manner and in accordance with such directions as the Council's duly authorised officers shall direct such sanitary washing refuse disposal food hygiene storage lighting heating and water equipment apparatus and appliances as the Council shall require to be provided in or to the kiosk

3. THE Licensee shall pay to the Council in advance on the First Day of April or Easter (whichever if the earlier) in the years 2019, 2020 and 2021 the sum of [ amount ] [ ] for the privileges hereby granted

4. THE Licensee hereby jointly and severally covenants and agrees with the Council as follows:-

(a) To pay the said sum on the day and in the manner aforesaid

(b) Not to use suffer or permit to be used the kiosk for any purpose whatsoever other than the sale by retail of ices, sweets, and hot & cold drinks

(c) To keep and maintain the kiosk thoroughly clean in good and sufficient repair to the entire satisfaction of the Council and to make good any defects within one week after notice thereof shall have been given by the Council

(d) Not to deposit cause suffer or permit to be deposited on the foreshore or other land of the Council any refuse of any description and to assist at all times in keeping the foreshore or other land as aforesaid in a clean and tidy condition

(e) To exercise the rights hereby granted in an orderly manner without any unnecessary obstruction of the foreshore to the use thereof by the public and not to do or permit cause or suffer to be done anything in or upon the foreshore or promenades which may be or in the opinion of the Council become a nuisance annoyance disturbance or source of damage to the Council or to the owners or occupiers of neighbouring land or to the public

(f) To comply with all Statutory Enactments requirements Regulations and Instruments and to comply with the byelaws rules and regulations of the Council and all other competent authorities and with the reasonable directions of the Council's authorised officers issued from time to time

(g) Not to affix or exhibit or to permit to be affixed or exhibited to or upon any part of the exterior of the kiosk any placard notice poster signboard writing or other advertisement except such as shall be approved by the Council and not to allow any litter or loose paper to lie in or in the vicinity of the kiosk

(h) Not for the purpose of selling or advertising any article or of obtaining custom or for any other purpose to tout or importune either verbally or by the use of sound reproductive equipment or by the distribution of any handbills circulars or advertisements and not to hawk or solicit custom for any article whatsoever

(i) To keep open and use the kiosk for the purpose hereinbefore authorised during usual business hours

(j) To permit the Council or its duly authorised servants or agents to enter the kiosk at all reasonable times for the purpose of inspecting the condition thereof

- (k) To leave the site in a clean and tidy condition on removal of the kiosk
- (l) To ensure that the kiosk is securely locked when not in use and not to allow any person to reside or sleep therein
- (m) To provide information and access to such documents as the Council may require to enable it to satisfy itself that the firm complies and will continue to comply with the Race Relations Act, Equal Opportunities Act, Sexual Discrimination Act, The Safeguarding Vulnerable Groups Act or Disabled Persons Employment Act
- (n) That he shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the licence or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the licence or any contract.
- (o) That throughout the duration of this licence the licensor shall (and in addition shall ensure that its contractors shall), discharge their obligations under this licence and perform the service in accordance with their responsibilities under the provisions of the Sex Discrimination Act 1975, Race Relations Act 1976 (as amended by Race Relations (Amendment) Act 2000), The Safeguarding Vulnerable Groups Act 2006, Disability Discrimination Acts 1995, 2004 and 2005, Equality Act 2006, Anti-discrimination in employment legislation - covering religion, beliefs, sexual orientation and age, Codes of Practice issued by the European Commission for Combating Discrimination, Equal Opportunities Commission, Commission for Racial Equality and the Disability Rights Commission and shall in addition discharge its obligations under this licence and provide the service in a manner consistent with Fylde Borough Council policies on equal opportunities.

5. THE Licensee shall at all times save harmless and keep effectually indemnified the Council from and against all actions claims demands and costs made or brought against the Council by reason of or on account of or arising out of or as a result of the act default or neglect of the Licensee his agents servants workmen licensees or invitees or the grant of the privileges hereby granted or the exercise or purported exercise by the Licensee of any of the privileges hereby granted or so purported to be granted

6. THE Licensee shall take out a policy of insurance with an Insurance Company listed no lower than an "A" on Standard & Poor's credit rating lists against third party risks for the sum

of £5,000,000 (or such other amount as the Council shall determine from time to time) for any one claim number of claims unlimited and the Licensee shall pay the premium on such policy and shall produce to the Council the policy and the receipts for the premium on demand

7. ANY notice or consent required to be given by the Council under this Agreement shall be in writing and given under the hand of the Chief Executive for the time being of the Council

8. THIS Licence shall at all times be construed as a personal agreement between the Council and the Licensee and shall not be capable of being transferred by the Licensee

9. IT IS HEREBY AGREED as follows:-

If any sum payable hereunder by the Licensee shall be unpaid for seven days after the same becomes payable (whether formally demanded or not) or if any term or condition or stipulation on the Licensees part herein contained shall not be performed or observed or if the Licensees shall become bankrupt or commit any act of bankruptcy or make any assignment or composition for the benefit of their creditors or suffer any distress or process of execution to be levied upon their goods then and in any such case (and in addition to any other right or power possessed by the Council) it shall be lawful for the Council by seven day's notice to determine this Licence but without prejudice to the right of action of the Council in respect of any antecedent breach of the covenants conditions or stipulations on the licensee's part herein contained

IN WITNESS whereof the parties hereto have set their hands the day and year first hereinbefore written

SIGNED by the said

IAN CURTIS in the

presence of:-

SIGNED by the said

in the

presence of:-

Name

Address

Occupation