

DATED

2019

FYLDE BOROUGH COUNCIL

and

LICENCE

relating to the provision of a Children's Inflatable Feature
on the Beach at St. Annes

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** place item of children's play equipment known as a 'bouncy castle' (hereinafter called "the Inflatable Feature") on land (hereinafter called "the site") shown on the attached plan and in any event the actual position of the Inflatable Feature shall be such as the Council shall determine TOGETHER with a vehicular right of access as is hereinafter mentioned RESERVING unto the Council for any reason whatsoever the right to alter the location of the Inflatable Feature within the site.

The Licensee should note that arrangements for access and egress to facilitate the installation and removal of the attraction shall be subject to the agreement of the Council's Director of Strategic Development Services and the use of vehicles on the beach requires an additional permission and vehicles will not be permitted to remain within beach areas other than on designated car parks to facilitate access and egress and vehicle use will be restricted to a maximum period of one hour before and following the period of operation.

2. IT will be the responsibility of the Licensee to obtain (at their own expense) and provide a suitable Inflatable feature for hire by the general public and to submit for the prior approval of the Council full details of the Inflatable Feature proposed to be positioned.

3. THE Licensee shall pay to the Council in advance on the **First Day of April or Easter (whichever if the earlier) trading 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) to allow the Council at any time during the period of this agreement to inspect the Inflatable Feature, and to repair or replace the feature if, in the opinion of the Council, it is in an unsatisfactory condition
- (c) (i) In the interests of safety the Licensee shall not allow any person over ten years of age to use the Inflatable Feature and shall ensure that an age range of not greater than three years exists between patrons using the Inflatable Feature at any one time
(ii) That the Licensee shall be responsible for all health and safety matters in accordance with the Health and Safety at Work etc. Act 1974 and any re-enactment thereof and that all equipment complies with British Standard BS EN 14960 and in addition the operator shall ensure compliance with the PIPA inflatable play accreditation scheme.
- (d) Not to affix or exhibit or to permit to be affixed to or upon any part of the exterior of the said Inflatable Feature 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 said Inflatable Feature.
- (e) Not for the purpose 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 directly or indirectly to hawk or solicit custom whatsoever
- (f) 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
- (g) 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
- (h) 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

- (i) to make the Inflatable Feature available for hire during usual business hours except during periods of inclement weather
- (j) to keep the Inflatable Feature in good repair and condition
- (k) to remove the Inflatable Feature by the Eighth Day of November in each year or upon the sooner determination of this Licence and leave the site thereof in a clean and tidy condition
- (l) to provide information and access to such documents as the Council may require to enable it to satisfy 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
- (m) 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.
- (n) 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