**Schedule 3**

**Headline Terms**

**Poltair Park Kiosk – Licence to operate**

**Purpose**

A licence to operate a kiosk and toilet facility at Poltair Park, St Austell which is a public park owned and maintained by St Austell Town Council.

**Parties**

1. St Austell Town Council, The Stable Block Pondhu House, Penwinnick Road, St Austell, PL25 5DP. (The Council)
2. TBC (The Concessionaire)

**Agreement**

The Council to maintain the park to a reasonable standard and to be responsible for the maintenance of the fabric of the building and any fixtures which become its responsibility. Any equipment provided by the Town Council will remain its property at the end of the licence.

The Concessionaire to maintain the kiosk, toilet and surrounding area, including outside furniture in a clean, tidy and safe state and to provide a kiosk refreshment service with due regard to high standards of national and local health and environmental policies and practices.

The Town Council to retain ownership of the building and to be responsible for maintenance of the fabric of the building. The Concessionaire to run the kiosk under licence and maintain the toilets for use by the public during kiosk opening hours.

**Responsibilities of The Concessionaire**

* To maintain the kiosk and toilets in a clean and safe condition and to provide a kiosk catering service with due regard to high standards of cleanliness, health and environmental policies and practices.
* To maintain furniture and equipment on the site in a clean, safe and fit condition.
* To commit to achieving a 5-star food hygiene assessment or similar accreditation within 6 months of the commencement of this agreement.
* Not to make any alterations or additions whatsoever to the site or premises without the express written consent of the Council.
* To install suitable fixtures and fittings, kitchen and catering equipment and furniture to operate the kiosk and to provide a list to the Council of any items to be funded from the start up grant which will then become the property of the Council;
* To undertake day to day maintenance of the premises and to co-operate with the Town Council to enable it to inspect the premises from time to time and to perform its responsibilities under the licence.
* To be responsible for legionella testing, electrical testing, compliance with fire regulations and environmental health regulations.
* To provide consumables and cleaning materials for the kiosk and toilet.
* To open the toilets to the public during kiosk opening hours and to maintain them in a clean, safe and operational condition.
* To manage waste and its disposal in accordance with legal and good practice guidance, with a particular focus on resourceful recycling of waste.
* Not to display any advertisement, sign boards, name plate, inscription, flag, banner, placard, poster or signs or notices at the site other than those required to promote the kiosk without the consent of The Council.
* Not to do or permit to be done on the site anything that is illegal, or which may be or may become a nuisance.
* Maintain adequate employers and public liability insurance cover (minimum £5m) and insure against all risks arising in connection with the operation of the facility by the Concessionaire.
* To insure the contents of the building as the concessionaire sees fit.
* To pay the licence fee to The Council on the 1st June each year in accordance with the agreement.
* The Concessionaire shall be responsible for reporting any defects in relation to the premises that may affect their ability to effectively fulfil the requirements of the Concession to the Council. Any reports should be made within 3 working days of this coming to the attention of the Concessionaire. If the defect presents a danger or Health and Safety concern, then this shall be reported at the first available opportunity.
* The Concessionaire shall work with the Council in a partnered manner that supports the overall appearance of the park so that it remains clean, tidy and free from antisocial behaviour as far as reasonable.
* To be responsible for all taxes, rates and utilities in connection with the running of the facility.
* The concessionaire is not permitted to sell alcohol, tobacco, lottery tickets or permit other forms of gambling at the premises.

**The Council’s responsibilities**

* To keep the park, including play areas in a clean, good order and safe condition suitable for use by the public.
* To insure the building and such fixtures as it should see fit.
* To be responsible for maintaining the fabric of the building and any fixtures or fittings which are deemed to be the responsibility of the Council (as agreed by both parties).
* To make up to £3,000 available as a start-up grant for acquisition by the operator or Council (as agreed) of furniture, fixtures, fittings and equipment to fit out the kiosk (such items to transfer to the ownership of the Council which may or may not replace such equipment should it be damaged, lost or cease to function).

**Termination**

To allow the agreement to be terminated upon six months’ notice by either party.

**Service Charge**

The Concessionaire to pay the Town Council [£xxxx] per annum payable on the 1st June each year (or quarterly June, September, December and March) to be reviewed each April in line with changes to the RPI and/or changes in service requirements.

**Commencement**

The agreement to commence on the (Date TBC).

**Term**

Five years from the commencement date (option to extend for 2 years with the Council’s approval).

**Hours of Operation**

The concessionaire may operate between the hours of 8am and 8pm.