

DATED [] 2025

(1) BRAUNSTONE TOWN COUNCIL

AND

(2) [OPERATOR NAME]

AGREEMENT FOR THE OPERATION OF LICENSED
BAR AND CAFÉ SERVICES

THIS AGREEMENT is made on the

day of

2025

OPERATOR DETAILS	
Operator:	[OPERATOR'S COMPANY NAME] LIMITED
Company Number:	[OPERATOR'S COMPANY NUMBER]
Operator's address:	[OPERATOR'S REGISTERED ADDRESS]
[Operator's Representative:]	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER] Postal Address: [POSTAL ADDRESS]
COUNCIL DETAILS	
Council:	Braunstone Town Council
Council address:	Braunstone Civic Centre, Kingsway, Braunstone Town, Leicester, LE3 2PP
Council's Representative:	Name: Lydia Assi Title: Resources & Facilities Manager Email: lydia.assi@braunstonetowncouncil.org.uk Telephone: 0116 2899270 Postal Address: Braunstone Civic Centre, Kingsway, Braunstone Town, Leicester, LE3 2PP
SPECIFIC TERMS	
Start Date	11 th July 2025
Expiry Date	10 th July 2029
Extension Period(s)	One year to 10 th July 2030
Extension Notice Period	90 Days before the Expiry Date
Contract Payments	[Insert from winning tender]
Invoice Frequency	Monthly
Specification of Services	As set out in Schedule 2
Key Personnel	Operator's Representative – [Insert name] Premises Supervisor – [Insert name]

	Personal Licence Holder – [Insert name] Holder of Level 2 or above Food Hygiene Certificate – [Insert name]
SCHEDULES AND APPENDICES INCLUDED IN THIS AGREEMENT	
Schedule 1	Terms and Conditions of Contract for Services
Schedule 2	Specification
Appendix A	Itinerary

This agreement is entered into on the date set out above and is made up of this Agreement and the Schedules stated above.

Signed for and on behalf of **Braunstone Town Council**

Name and position:

[insert name]

[insert job title]

Signature:

.....

We accept the terms set out in this Agreement including Schedules stated above.

Signed for and on behalf of [insert name of Operator]

Name and position:

[insert name]

[insert job title]

Signature:

.....

Schedule 1
Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

"Agreement"	means the contract between (i) the Council and (ii) the Operator constituted by the Operator's countersignature of the Agreement and includes the Agreement and Schedules;
"Contract Payments"	means the Contract Payment for the Services as specified in the Agreement;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Council"	means Braunstone Town Council as detailed in the Agreement;
"DPA"	means the Data Protection Act 2018;
"Expiry Date"	means the date for expiry of the Agreement as set out in the Agreement;
"Extension Period(s)"	means the extension period or periods stated in the Agreement
"Extension Notice Period"	means the notice period stated in the Agreement
"FOIA"	means the Freedom of Information Act 2000;
"Food Hygiene Certificate"	a certificate awarded to those who successfully complete an accredited course on food hygiene and safety
"Information"	has the meaning given under section 84 of the FOIA;
"Key Personnel"	means any persons specified as such in the Agreement or otherwise notified as such by the Council to the Operator in writing;
"Necessary Consents"	all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Operator's obligations under this Agreement, whether required in order to comply with Legislation or as a result of the rights of any third party;
"Party"	means the Operator or the Council (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	means personal data (as defined in the DPA), including but not limited to the personal data set out in the Agreement, which is processed by the Operator or any Staff on behalf of the Council pursuant to or in connection with this Agreement;
"Personal Licence"	means the licence granted by the relevant licensing authority to an individual authorising them to supply alcohol, or authorise the supply of alcohol , in accordance with a Premises Licence.
"Premises Licence"	means the licence granted under Part 3 of the Licensing Act 2003 which authorises the premises to be used for licensable activities;

“Premises Supervisor”	The senior member of the Operator’s Staff specified in the Premises Licence as premises supervisor ;
“Purchase Order Number”	means the Council’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Operator to the Council under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Agreement;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Operator and/or of any sub-contractor of the Operator engaged in the performance of the Operator’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Council, the Council’s procedures for the vetting of personnel as provided to the Operator from time to time;
“Operator”	means the person named as Operator in the Agreement;
“Term”	means the period from the start date of the Agreement set out in the Agreement to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 Basis of Agreement

- 2.1 The Agreement constitutes an offer by the Council to engage the Operator in the provision of the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Agreement shall be deemed to be accepted by the Operator once a copy of the Agreement, signed by the Operator, has been countersigned by the Council.

3 Supply of Services

- 3.1 In consideration of the Operator’s agreement to pay the Contract Payment, the Operator shall supply the Services to the Council for the Term subject to and in accordance with the terms and

conditions of the Agreement.

3.2 In supplying the Services, the Operator shall:

- 3.2.1 co-operate with the Council in all matters relating to the Services and comply with all the Council's instructions;
- 3.2.2 allow, at all times, such persons as may be nominated by the Council access to all location for the purpose of inspecting work being performed pursuant to this Agreement;
- 3.2.3 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Operator's industry, profession or trade;
- 3.2.4 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Operator's obligations are fulfilled in accordance with the Agreement;
- 3.2.5 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.6 obtain all Necessary Consents required for the performance of the Services;
- 3.2.7 hold a Personal Licence in accordance with section 117 of the Licensing Act 2003 and provide a copy of the same to the Council immediately upon request. The Operator shall immediately advise the Council if they are refused a Personal Licence or their Personal Licence is withdrawn for any reason;
- 3.2.8 designate a Premises Supervisor in accordance with the Licensing Act 2003;
- 3.2.9 comply fully with the Food Hygiene (England) Regulations 2006 and/or any other statutory enactment relating to food/hygiene for the time being in force. The Operator shall hold a Food Hygiene Certificate under the Food Hygiene (England) Regulations 2006 and provide a copy of the same to the Council immediately upon request;
- 3.2.10 identify a member of Key Personnel responsible for the provision of food who holds, as a minimum, up to date Level 2 – Food Safety and Hygiene for Catering, Level 2 - Hazard Analysis and Critical Control Points and Food Allergy Awareness and shall provide evidence of this to the Council at the commencement of this Agreement and each time upon renewal of the certificate;
- 3.2.11 where the café part of the Services are being provided, ensure that at least one individual member of the Operator's Staff hold the qualifications listed at clause 3.2.10;
- 3.2.12 prior to the commencement of the Services and remaining in place until the end of the Term, operate a documented system, accessible at all times to the Council and compliant with the most recent Food Standards Agency "Safer Food Better Business for Caterers" or successor guidance, detailing systems and checks for:
 - 3.2.12.1 the most recent Food Standards Agency "Safer Food Better Business for Caterers" or successor guidance
 - 3.2.12.2 effective cleaning, chemical disinfectants used as a control, must comply with BS EN 1276:2009 or BS EN 13697:2001 or an equivalent standard;
 - 3.2.12.3 chilling food properly, including keeping a record of refrigeration temperatures
 - 3.2.12.4 cooking food properly, including keeping a record of hot food temperatures;
 - 3.2.12.5 opening and closing checks;
 - 3.2.12.6 managing supplier and contractors;
 - 3.2.12.7 stock control

3.2.12.8 training and supervising staff, all food handlers should read and sign to say they have understood the contents in the staff training section; and

3.2.12.9 managing food allergens;

3.2.13 comply with all applicable laws and provide evidence of compliance to the Council immediately on request;

3.2.14 comply with the Council's Policies and Procedures as notified to the Operator from time to time;

3.2.15 provide all materials, equipment and other goods as are required to provide the Services; and

3.2.16 stock a wide range of snacks and food, including catering for healthy eating (e.g. fruit and low sugar foods) and special diets (e.g. gluten free, vegetarian and vegan), more specifically detailed in the Specification.

3.3 Where any goods are to be supplied in relation to the supply of the Services, the Operator warrants, represents, undertakes and guarantees that such goods supplied under the Agreement shall:

3.3.1 be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;

3.3.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the goods;

3.3.3 conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Operator) supplied by, or on behalf of, the Operator;

3.3.4 be free from design defects; and

3.3.5 be fit for any purpose held out by the Operator or made known to the Operator by the Council expressly or by implication, and in this respect the Council relies on the Operator's skill and judgement. The Operator acknowledges and agrees that the approval by the Council of any designs provided by the Operator shall not relieve the Operator of any of its obligations under this sub-clause.

3.4 The Council shall ensure the Braunstone Civic Centre and Thorpe Astley Community Centre are licensed for the sale of by retail of alcohol.

3.5 The Council may by written notice to the Operator at any time request a variation to the scope of the Services.

4 Term

4.1 The Agreement shall take effect on the date specified in the Agreement and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Council may extend the Agreement for the Extension Period by giving not less notice in writing to the Operator than the Extension Notice Period. The terms and conditions of the Agreement shall apply throughout any such extended period save that the term Expiry Date shall be amended to mean the last day of the Extension Period.

5 Contract Payment and Recovery of Sums Due

5.1 The Contract Payment shall be as set out in the Agreement. The Operator at all times during the Term shall make the Contract Payments to the Council for each year of the Term in twelve

instalments per annum, each paid at monthly intervals on the first day of each month unless agreed otherwise in writing by the Council.

- 5.2 The Council shall have no liability to make any payment to the Operator for the Services whatsoever. The Operator shall retain, their entirety, the profits made in providing the Services.
- 5.3 The Contract Value stated is exclusive of VAT. The Operator shall pay to the Council such Value Added Tax as may be properly chargeable in connection with the provision of the Services. The Council shall issue a tax invoice in respect of VAT paid by the Operator.
- 5.4 Failure by the Operator to make the Contract Payment by the due date in accordance with this Agreement shall result in the imposition of a late payment fee of £50, thereafter interest at 3% above the Bank of England base rate will be applied for each period of 7 days which elapses where the payment and or penalties, or part thereof, remain unpaid.

6 Premises and equipment

- 6.1 The Council shall provide the Operator with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All materials, equipment and other goods brought onto the Council's premises by the Operator or the Staff shall be at the Operator's risk.
- 6.2 The Council shall provide to the Operator a number of items to be utilised during the Term. This shall be documented by the completion of an inventory before the Services commence of the Council's equipment. All items identified within the inventory must be returned to the Council at the end of the Term in the same condition or replaced by like for like or better. On completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Operator shall vacate the Council's premises, remove the Operator's materials, equipment and other goods and all rubbish arising out of the provision of the Services and leave the Council's premises in a clean, safe and tidy condition. The Operator shall be solely responsible for making good any damage to the Council's premises or any objects contained on the Council's premises which is caused by the Operator or any Staff, other than fair wear and tear.
- 6.3 If the Operator supplies any of the Services at or from its premises or the premises of a third party, the Council may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Operator and the Staff shall only use the premises and facilities for the purpose of providing the Services.
- 6.5 The parties agree that there is no intention to create a tenancy and no such tenancy has or shall come into force therefore the tenancy rights of sections 24-28 of the Landlord and Tenant Act 1954 do not apply to this agreement.
- 6.6 The Council shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Council's premises the Operator shall, and shall procure that all Staff shall, comply with all the Council's security requirements.
- 6.7 The Operator or a competent deputy shall, after the close of business each evening, remain on the premises in order to assist a member of the Council's staff with security and locking up procedures.
- 6.8 The Operator shall be responsible for the safekeeping of any keys provided by the Council and shall only permit such keys to be given to those of his employees whose names and addresses have been supplied to the Council and then only to the extent required for the purposes of providing the Services. The Operator shall ensure that the Council is notified immediately of the loss of any keys. The Operator shall be liable for the costs of replacing the keys and/or locks. The Operator shall not label the keys in any way.
- 6.9 Where the bar/Café facility is used by the Operator and the Civic Centre is otherwise not in use, the Operator will be responsible for the safety and security of the Civic Centre premises and ensuring the building is secured and alarmed at the close of business. Where there is a

subsequent alarm call-out, the Operator may be required to attend to reset the alarm

- 6.10 Where all or any of the Services are supplied from the Operator's premises, the Operator shall, at its own cost, comply with all security requirements specified by the Council in writing.
- 6.11 Any equipment provided by the Council for the purposes of the Agreement shall remain the property of the Council and shall be used by the Operator and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Council on expiry or termination of the Agreement.
- 6.12 The Operator shall reimburse the Council for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Operator or any Staff. Equipment supplied by the Council shall be deemed to be in a good condition when received by the Operator or relevant Staff unless the Council is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Council reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Operator:
 - 7.1.1 refuse admission to the relevant person(s) to the Council's premises;
 - 7.1.2 direct the Operator to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Operator replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Council to the person removed is surrendered,and the Operator shall comply with any such notice.
- 7.2 The Operator shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Council with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Council's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Council.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Council, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Council (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- 7.5 The Council may require the Operator to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Operator shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Council, or is of a type otherwise advised by the Council (each such conviction a "Relevant Conviction"), or is found by the Operator to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.
- 7.6 The Council may require the Operator to ensure that any person employed in the provision of the Services has undertaken suitable training and/or obtained relevant qualifications; including, but not limited to, first aid training and qualification.
- 7.7 The Operator, will at the commencement and end of the contract comply, where applicable, with the requirements of The Transfer of Undertakings (Protection of Employment) Regulations 2006

in relation to the transfer of staff employed in the delivery of the contract from a previous and/or to a subsequent Operator.

8 Assignment and sub-contracting

- 8.1 The Operator shall not without the written consent of the Council assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Council may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Operator shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Should the Operator wish to subcontract any part of this agreement they shall provide a formal request in writing to the Council.
- 8.3 Where the Council has consented to the placing of sub-contracts, the Operator shall, at the request of the Council, send copies of each sub-contract, to the Council as soon as is reasonably practicable.
- 8.4 The Council may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Operator provided that such assignment, novation or disposal shall not increase the burden of the Operator's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 The branding of the Service will be the Civic Community Lounge unless agreed otherwise by the Council.
- 9.2 All intellectual property rights in any materials provided by the Council to the Operator for the purposes of this Agreement shall remain the property of the Council but the Council hereby grants the Operator a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Operator to perform its obligations under the Agreement.
- 9.3 All intellectual property rights in any materials created or developed by the Operator pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Operator. If, and to the extent, that any intellectual property rights in such materials vest in the Council by operation of law, the Council hereby assigns to the Operator by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.4 The Operator hereby grants the Council:
 - 9.4.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.4.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Operator on the date of the Agreement; and
 - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Council reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.5 The Operator shall indemnify, and keep indemnified, the Council in full against all costs,

expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Council as a result of or in connection with any claim made against the Council for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Operator or any Staff.

10 Governance and Records

10.1 The Operator shall:

10.1.1 attend progress meetings with the Council at the frequency and times specified by the Council and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Council at the times and in the format specified by the Council.

10.2 The Operator shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Council. The Operator shall on request afford the Council or the Council's representatives such access to those records as may be reasonably requested by the Council in connection with the Agreement.

10.3 The Council shall promptly notify the Operator of any infringement claim made against it relating to the Services and, subject to any statutory obligation requiring the Council to respond, shall permit the Operator to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Council shall give the Operator such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential; safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Operator, to the Staff on a need to know basis to enable performance of the Operator's obligations under the Agreement provided that the Operator shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Operator's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Council:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Council;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Council transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Council (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Council under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Operator hereby gives its consent for the Council to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Council may consult with the Operator to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Operator shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Council.

12 Freedom of Information

- 12.1 The Operator acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Council.
- 12.2 The Operator acknowledges that the Council may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Operator or the Services (including commercially sensitive information) without consulting or obtaining consent from the Operator. In these circumstances the Council shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Operator advance notice, or failing that, to draw the disclosure to the Operator's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Council shall be responsible for determining in its absolute discretion whether any Information relating to the Operator or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental

Information Regulations 2004.

13 Protection of Personal Data and Security of Data

13.1 Definitions:

Where a term is not already defined in the definitions to the Agreement, the following terms shall have the following meanings:

Data Protection Laws: means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) of the United Kingdom which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the Data Protection Act 2018 and the GDPR; and (b) any code of practice or guidance published by a Supervisory Authority from time to time.

GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016

Personal Data: has the meaning set out in the Data Protection Laws.

13.2 Each party undertakes to comply with all Data Protection Laws applicable to it when processing (as defined in Data Protection Laws) Personal Data in relation to this agreement, and will not knowingly cause the other to breach Data Protection Laws.

14 Liability

14.1 The Operator shall not be responsible for any injury, loss, damage, cost or expense suffered by the Council if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Operator in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 200% of the Contract Payment paid or payable to the Operator;

14.2.2 the aggregate liability of the Council in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the value of the Contract Payment payable to under the Agreement for the six month period in which the matter complained of first arose; and

14.2.3 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall either Party be liable to the other for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Operator's liability under the indemnity in clause 9.4, 13.5 and 18.3 shall be unlimited.

14.5 During the Term, the Operator shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement and in any event no less than £5,000,000.00 (five million pounds). The Operator shall produce to the Council on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 Either party may terminate the Agreement in whole at any time by giving notice to the other to take effect on any date falling at least 6 months later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Council may terminate the Agreement in whole or in part by written notice to the Operator with immediate effect if the Operator:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Operator receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Operator (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Operator's assets or business, or if the Operator makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction;

16.2.7 fails to comply with legal obligations in the fields of licensing, food hygiene,

16.2.8 environmental, social or labour law; or

16.2.9 fails to pay any undisputed amounts within 90 days of them falling due.

16.3 The Operator shall notify the Council as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4,

18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.5 Upon termination in accordance with clause 16.2 the Council shall:

- 16.5.1 be entitled to repossess any of its materials, equipment or other goods loaned or hired to the Operator and to exercise a lien over any of the materials, equipment or other goods belonging to the Operator for a sum due hereunder or otherwise from the Operator to the Council;
- 16.5.2 be entitled to employ and pay other persons to provide a complete provision of the Services and to use all such Operator's materials, equipment or other goods for the purpose thereof; and
- 16.5.3 be entitled to recover the same from the Operator as a debt any loss or damage to the Council resulting from or arising out of the termination of this Agreement. Such loss or damage shall include the reasonable cost to the Council of the time doesn't by its officers in terminating the Agreement and in making alternative arrangements.

16.6 Upon termination or expiry of the Agreement, the Operator shall:

- 16.6.1 give all reasonable assistance to the Council and any incoming Operator of the Services; and
- 16.6.2 return all requested documents, information and data to the Council as soon as reasonably practicable.

17 Compliance

17.1 The Operator shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Council shall promptly notify the Operator of any health and safety hazards which may exist or arise at the Council's premises and which may affect the Operator in the performance of its obligations under the Agreement.

17.2 The Operator shall:

- 17.2.1 comply with the reasonable requirements of the Council's security arrangements;
- 17.2.2 comply with all the Council's health and safety measures while on the Council's premises; and
- 17.2.3 notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Operator shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Council's equality and diversity policy as provided to the Operator from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Operator shall supply the Services in accordance with the Council's environmental policy as provided to the Operator from time to time.

17.5 The Operator shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Operator shall not offer, give, or agree to give anything, to any person an inducement or

reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

- 18.2 The Operator shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Operator (including its shareholders, members and directors) in connection with the Agreement and shall notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Operator or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Council, the Council may:
- 18.3.1 terminate the Agreement and recover from the Operator the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Operator any other loss sustained by the Council in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them and shall not be replaced or superseded by the submission of any terms and conditions by the Operator after the date of the Agreement. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Agreement, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

23 Liquidated Damages

If the Operator fails to perform the Services at any time during the Term they shall pay to the Council for each day of such failure (without prejudice to the Councils right to determine the Agreement) the sum of £70 per day which represents the Councils genuine pre-estimate of the damages likely to be suffered by it in the event of the Services not being performed but such figure shall not in any way be taken as final or binding upon the Council.

Schedule 2

Specification

1. Purpose of Contract

The commercial and marketing operation of the Licensed Bar and Café Service, Braunstone Civic Centre, Kingsway, Braunstone Town and Thorpe Astley Community Centre, Lakin Drive, Thorpe Astley on behalf of Braunstone Town Council

The Operator is responsible for all aspects of the running and promotion of the facilities and providing the service of alcoholic and non-alcoholic beverages, snacks, and light lunches.

2. Service Periods

- a) Subject to the maximum and minimum service periods; the Operator must agree hours of opening, and any changes to the hours of opening, in writing and in advance with the Council's Representative. The agreed hours of opening must be clearly displayed and publicised. Unless there are exceptional circumstances, the agreed opening hours must be strictly adhered to.
- b) The Town Council will only provide a Duty Officer at Braunstone Civic Centre when the Centre is open for use by hirers or for Town Council business. Outside these times, if the Facility is open, the Operator will be responsible for the safety and security of the Civic Centre premises.
- c) Braunstone Civic Centre – permanent Café Service; for the sale of snacks and light lunches

- i) Maximum opening times:

Monday to Thursday	7.30am to 9.00pm
Friday	7.30am to 10.00pm
Saturday	9.00am to 10.00pm
Sunday	9.00am to 8.00pm

The Operator is required to provide a Café service within the maximum opening hours at the request of the Council in situations of national or local emergency or a critical incident.

- ii) Minimum service periods are five and half hours between 9am and 5pm Monday to Friday.

There are no minimum service periods on Bank & Statutory Holidays nor on Braunstone Civic Centre Closure days. The Contractor may open the Service on Bank & Statutory Holidays and on Braunstone Civic Centre Closure days within the Maximum opening times; subject to sufficient notice being given to the Council's Representative, and the necessary staff cover being provided.

- d) Braunstone Civic Centre – Bar Service; for the sale by retail of alcohol on the premises.

- i) Maximum opening times:

Monday to Thursday	10.00am to 11.00pm
Friday and Saturday	10.00am to 11.30pm

Sunday	Noon to 10.30pm
New Year's Eve	Later closing time of Midnight

The Operator is required to provide a bar service within the maximum opening hours at the request of hirers of the facilities and at the request of the Council in situations of national or local emergency or a critical incident.

ii) Minimum service periods are:

Monday to Thursday	5.00pm to 10.30pm
Friday to Saturday	5.00pm to 11.00pm
Sundays	Noon to 2.00pm and 5.00pm to 10.00pm

There are no minimum service periods on Bank & Statutory Holidays nor on Braunstone Civic Centre Closure days. The Operator may open the Service on Bank & Statutory Holidays and on Braunstone Civic Centre Closure days within the Maximum opening times; subject to sufficient notice being given to the Council's Representative, and the necessary staff cover being provided.

e) Thorpe Astley Community Centre (Mobile Bar Service) for the sale by retail of alcohol on the premises.

i) Maximum opening times:

Monday to Thursday	10.00am to 11.00pm
Friday to Saturday	10.00am to Midnight
Sunday	Noon to 10.30pm

ii) There are no 'minimum' service periods required at the Thorpe Astley Community Centre. The Operator is, however, required to provide a mobile bar service within the opening hours as set out in i) above only, at the request of hirers of the facilities and at the request of the Council in situations of national or local emergency or a critical incident.

3. **Financial Responsibilities**

The Operator shall be in receipt of all incoming monies to the Licensed Bar and Café Services derived from the sale of alcoholic and alcoholic and non-alcoholic beverages, snacks, light lunches and fees for glass hire.

The Council will bear the cost of the general rate, heating, lighting, general power and water rates.

Where the Operator chooses to open the facility on Bank & Statutory Holidays and Braunstone Civic Centre closure days; then the Operator will bear the cost of cleaning the Lounge, Outside Patio, toilets and Foyer/Reception. The Operator is responsible for cleaning the Bar Servery / cellar areas and Café kitchen at all other times (after use by the Operator). All other areas of the premises will be cleaned at the expense of the Council.

The Operator shall be responsible for the payment of all Government dues involved in running the Licensed Bar and Café Service, including VAT, Income Tax, National Insurance etc and shall, if requested provide the Council with evidence of having done so.

The Operator will be responsible for receiving all deliveries of stock during the period of this contract. The Council will not accept liability for any stock deficiencies.

The Operator must stock the bars with a wide range of beers bottled and draught, soft drinks, spirits, wines, fortified wines, low alcohol beers and red and white house wines, together with hot beverages (tea and coffee).

The Operator must stock a wide range of snacks and food, including catering for healthy eating (e.g. fruit and low sugar foods) and special diets (e.g. gluten free, vegetarian and vegan).

Retail selling prices may be varied at the discretion of the Operator. Such prices shall, however, be competitive with similar establishments in the area, and a price list shall be prominently displayed.

The Operator will provide a Mobile Bar Service at the Thorpe Astley Community Centre at no additional cost to the hirers.

Any ancillary fees such as corkage, glass hire and fees for providing a mobile bar at Thorpe Astley, must be approved by the Council's Representative before they are introduced.

4. Wine List

The Operator will submit a wine list indicating full details of wines and proposed retail prices at the time of tender, which can be made available to all patrons.

The wine list will comprise a minimum of 6 varieties representing white, red, rose and sparkling wines.

Submitted retail prices will be guaranteed for patrons for a minimum of 12 months from the date of contract (excepting any change in duty).

6. Contract Commencement/Stocktake

(a) Consumable Stock

The Operator shall take over all consumable stock on commencement of the Contract. He will be given a list of all stock at that time and will have 2 days within which to agree the stock list with the previous Operator. At the end of this 2 day period the list will be deemed to be correct whether checked or not.

The Operator will be required to repay the previous Operator the value of the stock which will be assessed as initial purchase price plus the VAT where applicable within 1 week of the commencement of the contract.

In the event of the failure to pay within the permitted period, interest will be applied daily to the value outstanding at the rate of 2% above Bank of England Base Rate.

(b) Fixtures, Fittings, Machinery (Appendix A)

The Operator shall take over on commencement of the contract all fixtures, fittings and machinery. The Operator shall be given a list of all such items on commencement and will have 2 days within which to agree that list with the Council's Representative and notify of defects. At the end of the 2 day period, this list will be deemed to be correct whether checked or not.

7. Licensing Act 2003

The Braunstone Civic Centre and the Thorpe Astley Community Centre are Licensed for the sale by retail of alcohol. The Operator will need to obtain the necessary licences and approvals for the following activities in the Bar/Café at Braunstone Civic Centre:-

- A performance of live music
- Any playing of recorded music
- A performance of dance
- Entertainment of similar description to that falling within a performance of live music, any playing of recorded music or a performance of dance
- Entertainment facilities for making music
- Entertainment facilities for dancing
- Entertainment of a similar description to that falling within entertainment facilities for making music or dance

The Operator will meet the following requirements:-

- i) Hold a 'Personal Licence' under Section 117 of the Licensing Act 2003.
- ii) Be designated 'Premises Supervisor' in accordance with the Act and ensure that conditions attached to both premises' licences are complied with at all times.
- iii) Ensure that sufficient Bar/Security staff are employed for the preservation of order in the Bars, function rooms and public areas.

If, for any reason, the Operator is refused a 'Personal Licence, under Section 17 of the Licensing Act 2003, he/she will immediately advise the Town Council's Executive Officer & Town Clerk.

8. Furniture and Fittings and Plant

Appendix A sets out the current level of furnishing and fittings that exist in the premises and which will be available for the Operator to use. This is a matter of choice but Operators will be required to replace/reinstate at the end of the contract period any items that are missing or damaged or have reached the end of their useful life through above normal wear and tear. The Operator will therefore be responsible throughout the contract term for its security and maintenance/replacement. Operators will not remove any items on Appendix A from the premises unless prior written approval has been given by the Council's Representative.

A regular audit of all existing furniture and fittings at which all items will be expected to be accounted for, the Operator shall be given two weeks' notice of such an audit.

Any further items required for the operation of the contract by the Operator will be provided by the Operator and will remain the property of the Operator. Any item which the Operator requires in order to undertake the contract, which requires an electricity, water, drainage or gas supply connection, will need to be explicitly approved by the Chief Executive & Town Clerk prior to installation.

9. Internal Presentation of the Buildings

Areas open to the public will be kept free of all storage and the Operator will ensure that no obstacles of any form will be permitted at any time.

The Operator will maintain the lounge, outside patio area, bar servery, kitchen and cellar areas, including all fixtures and fittings and decorations in a clean, tidy and attractive condition.

The Operator will use only rubber wheeled trolleys and protective mats provided for the movement of goods, stocks equipment etc. In particular the Operator will not permit the rolling of barrels anywhere within the premises.

It shall be the responsibility of the Operator to remove any glasses, crockery, litter etc which relate to the bar/café sales in all parts of the Centres. The Operator will also keep the bar/café lounge, tables and servery clean and tidy throughout and at the end of the Service periods.

At the end of Service periods, it shall be the responsibility of the Operator's staff to thoroughly clean tables, chairs, and floor areas.

The Operator shall also clean the kitchens after use by him/her.

10. Hygiene Cleaning Standards

The Operator will comply fully with the Food Hygiene (England) Regulations 2006 or any other statutory enactment relating to food/hygiene for the time being in force. Food Hygiene and Safety Certificates will be obtained whenever required.

The Operator will maintain the necessary written Health & Safety Risk Assessments and ensure that a hazard analysis system is in place.

11. Refuse Arrangements

The Operator shall be responsible for the regular collection and disposal of refuse and recycling resulting from the delivery of the contract. Separate arrangements can be negotiated with Braunstone Town Council.

12. Staffing

At all times the Operator's staff will be expected to meet the following requirements and standards:

- (a) Polite and efficient when in contact with the customers
- (b) A professional approach is essential at all times.

The Operator is required to specify in the Tender response that all staff engaged will have been suitably trained.

13. Accommodation

- a) The Operator is granted, within the Contract price and for the Contract period, the exclusive use of Braunstone Civic Centre bar and café lounge during the hours of operation and all fixtures and fittings contained therein. The Operator is not permitted to privately hire the space nor permit any form of private use.
- b) The Operator is granted, within the Contract price and for the Contract period, the exclusive use of Braunstone Civic Centre bar and café servery, kitchen and cellar areas and all fixtures and fittings contained therein.
- c) At Braunstone Civic Centre, customers of both the Centre and the Bar/Café have joint access to the patio area which is accessed through the bar and café and the Council and Operator will cooperate in managing this area and their respective customers.

- d) At the Thorpe Astley Community Centre, the Operator is granted the use of the kitchen, during the hours of the operation of the mobile service, within the Contract price.

14. General Requirements

- (i) The Operator shall conform to the Council's current policy which does not permit any form of gambling or gaming on the premises other than a lottery which is lawful by virtue of the Betting Gaming and Lotteries Acts.
- (ii) The Council reserves the right to install its own gaming and/or video machines.
- (iii) The Operator will take necessary steps to fully comply with Blaby District Council's 'Statement of Licensing' Policy.

15. Alterations/Improvements/Removals

In the event of the Operator wishing to undertake any alterations, improvements, removals to the building he will firstly discuss the proposals with the Council's Representative. No work of any form shall be commenced unless the Operator has received from the Council's Representative written approval to commence. This approval will only be given when every necessary consent has been granted.

16. Contract Completion

The Operator shall hand the bar servery, kitchen and cellar areas of the premises back to the Council on the termination of this Agreement in a clean and tidy condition, with all fixtures, fittings and equipment in place with all damages put right and with no outstanding matters of maintenance or redecoration. The Operator shall be liable for any cost incurred by Braunstone Town Council if this clause is not fully complied with.

17. Performing Right Society

The Operator shall pay any fees due to the Performing Right Society for taped music etc.

18. Lottery Licence

The Operator shall pay any fees due to the local Licensing Authority for a lottery licence to cover any activity lottery which is lawful by virtue of the Betting Gaming and Lotteries Acts.

Appendix A

Itinerary

To be included with the final documentation