

**BRAUNSTONE TOWN COUNCIL**



**PROVISION OF EARLY YEARS CHILDCARE  
AT THORPE ASTLEY COMMUNITY CENTRE**



# BRAUNSTONE TOWN COUNCIL

[www.braunstonetowncouncil.org.uk](http://www.braunstonetowncouncil.org.uk)

*Executive Officer & Town Clerk*

Email: [executiveofficer@braunstonetowncouncil.org.uk](mailto:executiveofficer@braunstonetowncouncil.org.uk)

Braunstone Civic Centre, Kingsway, Braunstone Town, Leicester, LE3 2PP

Telephone: 0116 2899270 Fax: 0116 2824785

## **PROVISION OF EARLY YEARS CHILDCARE AT THORPE ASTLEY COMMUNITY CENTRE**

### Instructions to Persons Tendering

1. Attached are the following documents :-
  - (a) Instructions to persons tendering
  - (b) Form of Tender
  - (c) References
  - (d) Articles of Agreement
  - (d) Specification
  - (e) Conditions of Contract
2. The Tender is to be made on the Form of Tender which is bound up with the aforementioned documents and the bound volume containing all the documents, duly completed and signed, must be delivered, enclosed in a plain sealed envelope bearing no mark or name indicating the identity of the sender, and endorsed 'Tender – Pre-School, Thorpe Astley Community Centre' to the Executive Officer & Town Clerk, Braunstone Town Council, Braunstone Civic Centre, Kingsway, Braunstone Town, Leicester LE3 2PP, not later than **9am on Monday 24th April 2017**.
3. Persons tendering must obtain for themselves on their own responsibility and at their own expense, all the information which may be necessary for the purpose of making a tender and of entering into a Contract, and must examine all the relevant documents and must inspect and consider the sites and surroundings. Upon submitting a tender, the person tendering shall be deemed to have satisfied himself/herself as to the correctness of any information or representation made in the Contract documents, and no claim of any kind shall be allowed on any ground of any such information or representation proving inaccurate or incomplete.
4. Enquiries relating to this Contract may be made by making an appointment with the Executive Officer & Town Clerk on (0116) 289 9270 or email: [admin@braunstonetowncouncil.org.uk](mailto:admin@braunstonetowncouncil.org.uk).
5. The Council does not bind itself to accept the highest or any tender.
6. Canvassing of members of the Council or of any committee, directly or indirectly, for any Contract with the Council shall disqualify the Contractor for such appointment. If an applicant for any appointment or Contract with the Council is to his knowledge related to any member of the Council or the holder of any office under the Council, he and the person to whom he is related shall disclose the relationship in writing to the Executive Officer & Town Clerk. A Contractor who fails to do so shall be disqualified for such Contract, and, if appointed, may be dismissed without notice.

ALL OBLIGATIONS IN CONNECTION WITH  
COMPETITIVE TENDERING CONTRACT -  
EARLY YEARS CHILDCARE AT THORPE ASTLEY COMMUNITY CENTRE,  
LAKIN DRIVE, THORPE ASTLEY, BRAUNSTONE TOWN, LEICESTER, LE3 3RU

FORM OF TENDER

To : The Town Mayor and Members of Braunstone Town Council

PERSONAL DETAILS			
Surname		Other Names	
Title		Company name	
Address		Tel Number (home)	
		Tel Number (work)	
		Mobile Number	
Post Code		Email Address	

Having examined the Conditions of Contract, Articles of Agreement, and Specification of the above mentioned (and the matters set out in the Appendix hereto), we offer to complete the Service required to be performed, in accordance with the Articles of Agreement, Conditions of Contract, Specification for the following :-

Period	Fixed Sum of £ (pounds)	Total Opening hours*
August 2017 to July 2018		
August 2018 to July 2019		
August 2019 to July 2020		

\* if convenient you may attach a separate schedule of opening hours.

payable in four equal instalments per annum, each paid at quarterly intervals (VAT may be applied to the fixed sum payments).

Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the highest or any tender you may receive.

Signature .....

Print Name .....

Date ..... 2017

Note: Minimum Amount of Public Liability Insurance **£5,000,000** for any one claim  
Contract Period 3 years (from 21st August 2017 to 31st July 2020)

**PLEASE RETURN THIS FORM TOGETHER WITH YOUR TENDER DOCUMENTS**

REFERENCES WILL BE TAKEN UP WHEN CANDIDATES ARE INVITED TO INTERVIEW. PLEASE INDICATE CLEARLY ANY REFEREE WE MAY NOT APPROACH AT THAT STAGE.

<b>CHILDCARE ACT 2006</b>	
<input type="checkbox"/> I am a registered individual or organisation "registered person" on the Early Years Register*	
Unique Reference Number _____	
OR	
<input type="checkbox"/> It will be necessary for me to register on the Early Years Register and I understand that this contract cannot be implemented until such time as registration has been granted*	
<i>* Please tick as applicable</i>	

<b>REFERENCES</b>	
Please supply the names and addresses of persons who may be approached for references	
<b>REFERENCE 1 (TRADE REFERENCE)</b>	<b>REFERENCE 2</b>
NAME	NAME
ADDRESS	ADDRESS
POST CODE	POST CODE
TELEPHONE	TELEPHONE

<b>BANK REFERENCE</b>	
Please supply details of your bank and confirm consent for us obtaining a reference.	
ACCOUNT NAME	
BANK NAME	
BANK ADDRESS	
POST CODE	
I consent to you contacting my bank for the purposes of a reference	
SIGNED	
FULL NAME (BLOCK CAPITALS)	
ADDRESS (BLOCK CAPITALS)	
POST CODE	
DATE	

**ARTICLES OF AGREEMENT**

**This CONTRACT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2017

Between Braunstone Town Council ("the Council") of the one part and ("the Contractor") of the other part

**W H E R E A S**

1. The Council wishes to have provided the Services set out in the Contract and
2. The Contractor is willing to perform such Services in accordance with the provisions of the Contract.

**NOW IT IS AGREED** Between the Council and the Contractor as follows :-

1. This Contract constitutes the sole contract or agreement between the Council and the Contractor for the performance by the Contractor of the Services.
2. The Contractor shall provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council for the Contract Period.
3. So long as the Contractor shall continue to provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council, the Contractor shall make to the Council the payments provided by the Contract.

**IN WITNESS WHEREOF** the parties hereto have caused their respective Common Seals to be hereunto affixed have hereunto set their hands and seals the day and year first before written.

THE COMMON SEAL OF BRAUNSTONE )  
TOWN COUNCIL was hereunto affixed )  
in the presence of )

SIGNED for and on behalf of the )  
Contractor in the presence of )

## SPECIFICATION

### 1. Description of Contract

This contract is for the operation of Early Years Childcare from Thorpe Astley Community Centre, Lakin Drive, Thorpe Astley, Braunstone Town, Leicester, LE3 3RU.

The Contractor will be responsible for all aspects of the running of the Early Years Childcare.

### 2. Service Period

Maximum opening times:-

Monday to Friday 8.30am to 6.30pm (excluding public holidays)

The Contractor may vary the opening hours within the maximum periods set out above, subject to availability and a review of the charges to be paid. To vary the opening hours, the Contractor must give sufficient notice to the Executive Officer & Town Clerk.

Set up and dismantling times are half an hour prior to and half an hour after the service period.

### 3. Financial Responsibilities

The Contractor shall be in receipt of all incoming monies to the Early Years Childcare.

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

The Contractor will bear the cost of leaving the Main Hall, outside play area and the kitchen in a clean and tidy state after use by the Contractor. General cleaning will be undertaken by the Council and all other areas of the premises will be cleaned at the expense of the Council.

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

The Contractor 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.

#### 4. The Premises

- (a) Thorpe Astley Main Hall – exclusive use during the minimum service period and any agreed period within the maximum service period. The Hall is open to use by other parties and hirers outside the service periods, therefore, the contractor will need to tidy up the room and outside play area and pack away equipment to the storage area on a daily basis.
- (b) Outside Play Area – exclusive use during the minimum service period and any agreed period within the maximum service period.
- (c) Storage area – as agreed and defined by the Executive Officer & Town Clerk.
- (d) Kitchen, toilets and foyer – access to in accordance with this agreement. These are shared areas and are not for exclusive use by the contractor.

#### 5. Internal Presentation of the Buildings

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

All fixtures and fittings and decorations will be maintained in a clean, tidy and attractive condition.

No damage or drawing on the walls, the contractor obliged to clean and repair or the Town Council will reserve the right to charge to rectify any damage.

#### 6. Hygiene Cleaning Standards

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

#### 7. Refuse Arrangements

Other than general daily waste and recycling, the Contractor shall be responsible for the removal, collection and disposal of refuse resulting from the contractor's activities. Trade refuse sacks may be obtained from Blaby District Council.

#### 8. Staffing

At all times the Contractor'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.

## CONDITIONS OF CONTRACT

### 1. FORMS OF CONTRACT

#### 1.1 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before submitting his tender as to the accuracy and sufficiency of the Tender Sum which shall (except insofar as it is otherwise provided in the Contract) cover all his obligations under the Contract and shall be deemed to have obtained for himself all necessary information as to the condition and design of the location and the risks contingencies and any other circumstances which might reasonably influence or affect his tender

#### 1.2. Documents Mutually Explanatory

Except as otherwise expressly provided the several documents comprising the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Executive Officer & Town Clerk who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions

#### 1.3 Copyright

Copyright in the documents comprising the Contract shall vest in the Council but the Contractor may obtain or make at his own expense any further copies required for use by him in performing the Contract

1.4 The Contract shall be subject to the Standing Orders of the Council current at the date of the Contract, a copy of which may be seen by arrangement

### 2. MODIFICATIONS

2.1 Both parties may agree modification to the contract by mutual consent.

2.2 On making a modification under sub-condition 3.1 the Executive Officer & Town Clerk shall certify these changes to the Contractor in writing.

### 3. CONTRACTOR'S OBLIGATIONS

3.1 During the Contract Period the Contractor shall provide the Service in accordance with the minimum service hours specified in the Specification (and any modifications thereof authorised under these Conditions) in accordance with the obligations set out in statute and as required by any statutory regulatory body.

3.2 The Contractor shall at all times during the Contract Period allow such persons as may be nominated from time to time by the Executive Officer & Town Clerk access to all locations for the purpose of management and operation of the Community Centre.

3.3 The Contractor shall in no circumstances during the Contract Period use any premises of the Council to perform either on his own behalf or on behalf of any person other than the Council any work or to provide any services other than provided for in the Contract

3.4 If the Contractor fails to provide the Service or any part thereof with due diligence or in a proper skilful and workmanlike manner or to the Contract Standard and to the satisfaction statutory regulatory bodies, the Council may cease the contract and all costs incurred thereby will be recoverable from the Contractor by the Council as a debt. The rights of the Council under this Condition shall be without prejudice to its rights under Condition 14.

### 4. CONTRACTOR'S STAFF

4.1 The Contractor shall forthwith give notice in writing to the Executive Officer & Town Clerk of the identity address and telephone numbers of any person authorised to act for any period as deputy for the Contractor

4.2 The Contractor (or a competent deputy duly authorised by the Contractor to act on his behalf)

shall be present at the Location and be available to the Executive Officer & Town Clerk in person at all times during which the Service is provided.

4.3 The Contractor shall ensure that his employees perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them

4.4 The Contractor shall ensure that his employees observe the security of any secured areas of the Council's premises

## 5. CONFIDENTIALITY

5.1 Braunstone Town Council is subject to the provisions of the Freedom of Information Act 2000. Contractors are required to highlight information that they provide in the tender process, which they consider to be commercially sensitive or confidential in nature and should state the precise reasons why that view is taken.

## 6. HEALTH AND SAFETY

6.1 The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act and the Management of Health & Safety at Work Regulations 1992 and of any other subsequent Acts Regulations or Orders pertaining to the health and safety of employees

6.2 The Contractor shall identify risks to the health and safety of employees and others and provide the Executive Officer & Town Clerk with Risk Assessments.

6.3 The Contractor shall have regard to the Council's Safety Policy. Whilst on premises owned by the Council the Contractor shall ensure that his employees comply with the Council's Safety Policy

6.4 The Executive Officer & Town Clerk shall be empowered to suspend the provision of the Service in the event of non-compliance by the Contractor with health and safety matters. The Contractor shall not resume provision of the Service until the Executive Officer & Town Clerk is satisfied that the non-compliance has been rectified. In respect of any such period of suspension the default provisions as set out in these Conditions shall apply

## 5. AGENCY

5.1 The Contractor is not and shall in no circumstances hold himself out as being the servant or agent of the Council

5.2 The Contractor is not and shall in no circumstances hold himself out as being authorised to enter into any contract on behalf of the Council or in any way to bind the Council to the performance variation release or discharge of any obligation

5.3 The employees of the Contractor are not and shall not hold themselves out to be and shall not be held out by the Contractor as being servants or agents of the Council for any purposes whatsoever

## 6. OBSERVANCE OF STATUTORY REQUIREMENTS

The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify the Council against any claims made as a result of any failure in compliance

## 7. INDEMNITY AND INSURANCE

7.1 The Contractor shall indemnify and keep indemnified the Council against the injury to or death of any persons or loss of or damage to any property which may arise out of the act default or negligence of the Contractor his employees or agents and against all actions claims demands proceedings damages costs charges and expenses whatsoever in respect or in relation thereto provided that the Contractor shall save as otherwise provided in the contract not be liable for nor

be required to indemnify the Council against any compensation or damages for or in respect of injuries or damage resulting wholly from any act default or negligence on the part of the Council its employees or agents not being the Contractor or employed by the Contractor

- 7.2 Without thereby limiting his responsibilities under this Condition the Contractor shall insure with a reputable insurance company against all loss of and damage to property and injury to or death of persons arising out of or in consequence of the Contractor's obligations under the Contract and against all actions claims demands proceedings damages costs charges and expenses in respect thereof
- 7.3 The insurance in respect of personal injury or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Regulations 1998 and the Road Traffic Acts 1972 and 1998 and any statutory orders made thereunder. For all other claims to which this condition applies the insurance cover shall be the sum of £5,000,000 or such greater sum as the Contractor may choose in respect of any one incident and his insurance policy effecting such cover shall be unlimited in total and shall have the interest of the Council endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Council
- 7.4 The Contractor shall supply to the Council immediately upon request copies of all insurance policies cover notes premium receipts and other documents necessary to comply with this Condition

## 8. USE OF COUNCIL'S PREMISES AND FACILITIES

- 8.1 The Council shall during the Contract Period permit the Contractor to use in the time set out in the Specification in connection with the provision of the Service the premises and facilities set out in the specification
- 8.2 The Contractor shall use the said premises only in connection with the provision of the Service and shall ensure that the Contractor's employees use the said premises and facilities only for such purpose
- 8.3 The permission hereby given to use the said premises and facilities is personal to the Contractor and the Contractor's employees and shall cease immediately the contract ceases to be in force or at such earlier time as may be specified by the Council by notice in writing to the Contractor
- 8.4 Conduct of Clients & Guests  
The contractor shall be responsible for the proper conduct of persons using the room(s) and either he or his nominated deputy shall be at the premises and in charge for the whole time the service is being provided. In the event of any person acting in such a manner as to cause annoyance or inconvenience to other persons, take all necessary steps to deal with the offender. The council will not tolerate aggressive, abusive, offensive or any other type of inappropriate behaviour.

The contractor, employees and clients are asked to ensure that they respect our neighbours

- 8.5 Numbers of Persons to be Admitted  
The **MAXIMUM** number of persons to be allowed at any one time in the halls shall be as follows:-  
Thorpe Astley Main Hall - 80
- 8.6 Cleaning & Damage  
The contractor will be responsible for any excessive cleaning costs and the cost of making good any damage caused to the room(s) and their contents, replacing of any furniture or fittings lost or missing from any part of the building and damages to the floors, walls etc.

The contractor shall be responsible for cleaning the crockery and any equipment (cooker, sink etc) after use, and must leave the rooms and kitchen in a clean and tidy state. Failure to comply with this Condition could result in the contractor paying additional costs for cleaning undertaken by the Council staff.

All children (under the age of 16) are required to be accompanied by an adult at all times.

8.7 Smoking, Naked Flames/Fires

Please note that smoking is not allowed in any part of Thorpe Astley Community Centre. Naked flames/candles are not permitted.

8.8 Electrical Fittings

No electrical fittings or appliances in the premises may be altered, removed or interfered with in any way, or additional fittings or appliances installed without prior approval of the Council.

8.9 Loss of Property

The Council will not, under any circumstances, accept responsibility or liability in respect of any damage to, or loss of, any property, articles or other items of whatever nature which are placed or left upon the premises by the contractor.

8.10 Car Parking

A car park is available at Thorpe Astley Community Centre. The Contractor are asked to ensure that neither they nor their employees or clients block local resident's driveways. The Town Council accepts no responsibility for loss or damage to vehicles parked on the Town Council car parks.

9. SECURITY

9.1 The Contractor shall cooperate with the Council and its employees in ensuring adequate security of the building and its contents.

10. EQUIPMENT

10.1 Except as otherwise specified the Contractor shall provide all equipment and materials necessary for the provision of the Service.

10.2 The Contractor shall be responsible for the security of all materials and equipment used by the Contractor in connection with the provision of the Service and the Council shall be under no liability in respect thereof.

11. ASSIGNMENT AND SUB-CONTRACTING

11.1 The Contractor shall not without the prior written consent of the Council assign or sublet the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof.

12. DURATION

The Agreement will commence on 21st August 2017 and will remain in force until 31st July 2020 unless this Agreement is terminated, amended or suspended by a revised Agreement.

13. REVIEW

This Agreement may require amendments in the light of experience of implementing its terms. Any amendments will need to be negotiated and agreed in writing by both parties.

14. TERMINATION

14.1 During the first year of the contract, either party may give the other party 6 months' notice in writing, expiring at any time, to terminate the Agreement in the event of circumstances warranting this.

14.2 If the Contractor shall have offered or given or agreed to give to any person any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other Contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Council or if the like acts shall have been done by any person employed by the Contractor or acting on the Contractor's behalf (whether with or

without the knowledge of the Contractor) or if in relation to the Contract or any other contract with the Council the Contractor or any person employed by the Contractor or acting on the Contractor's behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Council which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration the Council shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

14.3 If the Contractor :-

- (1) commits a breach of any of his obligations under the Contract
- (2) becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of his company for the voluntary arrangements for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Acts 1986 and 1994
- (3) has an application made under the Insolvency Acts 1986, 1994 and 2000 in respect of his company to the Court for the appointment of an administrative receiver
- (4) has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed
- (5) ceased to be a registered individual or organisation on the Early Years Register
- (6) has an administrative receiver as defined in the Insolvency Acts 1986, 1994 and 2000 appointed
- (7) has failed to perform a substantial part of the Services for a period of 2 weeks during the minimum service period
- (8) has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge
- (9) is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver a manager or administrative receiver or which entitle the court to make a winding up order

Then in any such circumstances the Council may without prejudice to any accrued rights or remedies under the Contract terminate the Contractor's employment under the Contract by notice in writing having immediate effect

15. NOTICES

Any demand notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post to the last known address of the party to be served therewith and if so sent shall subject to proof to the contrary be deemed to have been received by the addressee on the second business day after the date of posting.

16. WAIVER

Failure by the Council at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

17. SEVERANCE

If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

18. LIABILITY OF AUTHORITY

- (a) The Council its servants or agents shall owe no duty of care to the Contractor in respect of matters connected with or arising out of this contract but shall owe the obligations set out in the terms of the Contract.
- (b) Any damages or other sum awarded against the Council or payable by the Council to the Contractor on any claim under or in respect of any matter connected with the Contract (whether arising from any negligence of the Council its servants or agents or otherwise) shall be limited to and shall not in any event exceed a sum equal to the specified sum payable by the Contractor under the Contract for the six month period in which the matter complained of arose or first arose.
- (c) The Council in no way warrants the truth or accuracy of any written or oral statement (including the contents of any descriptions forming part thereof) which has or may have been made to the Contractor prior to his entering into the Contract.
- (d) The Contractor acknowledges that he has not entered into the Contract in reliance on any representation (whether written or oral) made to him by the Council unless either such representation is expressly included in the Contract Documents or he has obtained express confirmation of the same by the Council in writing and the Contractor acknowledges that the Council has contracted on this basis.

19. LIABILITY OF CONTRACTOR

- (a) The Contractor shall fully and promptly indemnify the Council against any liability to any person whatsoever, arising out of or connected with the performance of the services or any act or omission of any employee of the Contractor howsoever such liability may arise.
- (b) The Contractor shall fully and promptly indemnify the Council in respect of any damage caused to any land, building or chattel in the ownership, occupation or possession of the Council by any employee or agent of the Contractor (whether such damage be caused by negligence or in any other way whatsoever).
- (c) The Contractor shall fully and promptly indemnify the Council and all persons concerned in respect of any personal injury caused to any employee of the Council or any of the residents or clients or invitees of the Council by any employee or agent of the Contractor (whether such injury be caused by negligence or in any other way whatsoever).

20. VALUE ADDED TAX

The Contractor 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 Value Added Tax paid by the Contractor.

21. FAILURE TO DISAPPROVE

Failure of the Executive Officer & Town Clerk to disapprove of any action or non-action by the Contractor shall not prejudice the power of the Executive Officer & Town Clerk to subsequently disapprove of such action or non-action.

22. NO TENANCY RIGHTS

The parties agree that there is no intention on the part of the Council to create a tenancy of whatsoever nature in favour of the Contractor or his employees and that no such tenancy has or shall come into being.

23. COMPLAINTS

Any complaints with regard to the management or administration of the contract and the Town Council's obligations within it should be made in writing to the Executive Officer & Town Clerk, Braunstone Civic Centre, Kingsway, Braunstone Town, Leicester LE3 2PP.