

Schedule 1

CONDITIONS OF CONTRACT

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1. Definitions and Interpretation

In these documents, save where the context may otherwise require:

“Approved”	means Approved by an Authorised Officer
“Authorised Officer”	means Head of Neighbourhood Services and/or any other officer of the Council authorised from time to time to act on its behalf
“Bribery Laws”	means the Bribery Act 2010 and all other applicable UK legislation, regulations and codes in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction
“Cafe”	means Museum of Gloucester café, Brunswick Road, Gloucester GL1 1HP
“Corporate Director”	means a Corporate Director for the time being of the Council
“Commencement Date”	means the [TO BE AGREED] day of [TO BE AGREED] 2016
“Conditions”	means these conditions of contract which comprise part of this Contract
“Contract”	means this agreement concluded between the Council and the Contractor comprising the Conditions and the Schedules hereto
“Contract Manager”	means the person appointed by the Contractor in accordance with Condition 6 to be the duly

authorised representative of the Contractor and to liaise with an Authorised Officer for all purposes connected with this Contract

“Contract Period” means the period during which this Contract shall remain in force in accordance with Condition 2

“Core Opening Period” means as follows:-
11 AM to 2 PM Tuesday to Saturday and the same hours for any other day the Museum is open.

“Customer” means persons or organisations other than the Council who use the Services

“Employee” shall include all persons employed by the Contractor in the provision of the Services and includes students on work experience

“ Furniture” means all the furniture belonging to the Council as set out in Schedule 4 and including any replacements thereof supplied by the Contractor

"Future Contractor" means any person who shall provide any service equivalent to the Services after the expiry or earlier termination of this Contract

“Equipment” means all apparatus equipment belonging to or hired by the Council (including but without prejudice to the generality thereof all utensils implements crockery and cutlery and including

any replacements thereof supplied by the Contractor as hereinafter provided) which is not permanently fixed or sited or which is either hand held or storable in cupboards as set out in Schedule 4

“Employee Liability Information”

means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of the TUPE Regulations regarding any person employed by him who is assigned to the organised grouping of resources or employees which is the subject of any relevant transfer and also such employees as fall within Regulation 11(4) of the TUPE Regulations

“Future Contractor”

means a service provider who shall provide any service equivalent to any of the Services after expiry or earlier termination of this Contract

“Initial Term”

means the period of duration of this Contract in accordance with sub-Condition 2.1.

“Location Plans”

means the plans in Schedule 3 showing the café location within The Museum of Gloucester

“Month”

means a calendar month

“Operating Hours”

Means the hours between 8:45 AM and 5:10 PM Tuesday to Saturday and such other days the Museum is open and the Contractor is notified by the Council that it is open.

"Parties"

means the Council and the Contractor

“Premises” Means the area within the Museum of Gloucester allocated by the Council for the Café as shown edged[...] in Schedule 3.

“Services” means the provision of catering at the Premises more particularly described in the Specification in Schedule 2

“Standard of Catering” means such standard as complies in each and every respect with all relevant provisions any food standards legislation or of this Contract and such standard as would reasonably be expected to result from a proper execution of the Services

“Tenancy at Will” Means the Tenancy at Will for the Premises at which the Services will be provided

“TUPE Regulations” means Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and or any other regulations enacted for the purpose of implementing the Directive into English law

“Warning Notice” means a notice given by the Council to the Contractor in accordance with sub-Condition 5.1

“Week” means seven consecutive days starting on Monday and ending the following Sunday

(b) words importing the masculine gender include the feminine and neuter genders

(c) words in the singular include the plural and vice versa

- (d) words importing individuals shall be treated as importing corporations and vice versa
- (e) references to conditions, paragraphs and schedules are references to conditions, paragraphs and schedules of this Contract
- (f) Condition headings are for ease of reference only and shall not affect construction
- (g) references to supervisory staff shall be construed as including all staff performing a supervisory or managerial function
- (h) stipulations as to time are of the essence
- (i) reference to any enactment order regulation or other similar instrument shall be construed as a reference to an enactment order regulation or instrument as amended or re-enacted by any subsequent enactment order regulation or instrument and
- (j) nothing herein contained shall prejudice or affect the statutory rights powers and duties of the Council as local or other authority for the area in which the Premises are situate and any consent or approval given by the Council in such a capacity shall not be construed as a consent or approval given under the provisions of this Contract and vice versa

2. **Initial Term**

2.1 This Initial Term of this Contract shall commence on the Commencement Date and shall expire automatically on [TO BE AGREED] 2018 unless it is otherwise terminated in accordance with these Conditions or otherwise lawfully terminated or extended in accordance with Sub-condition 2.1.

2.1 The Council may seek to extend the duration of this Contract in accordance with Condition 35. During the period or periods of extension, the obligations under this Contract shall continue until the expiry of the specified extension in accordance with Condition 35.

3. **Services and Contingency Plans**

3.1 The Contractor shall commence the provision of the Services on the Commencement Date

3.2 The Contractor shall at all times throughout the Operating Hours provide the Services in accordance with these provisions and (without prejudice to the foregoing) in a continually efficient, effective and safe manner, to the reasonable satisfaction of the Council

3.3 The Contractor shall provide the Services safely and in a manner that is not, or is not likely to be, injurious to health or detrimental to the environment or the fabric of the Brunswick Buildings in which the Premises and The Museum of Gloucester are situated.

3.4 The Contractor agrees that it

3.4.1 shall not use or permit to be used any deep frying apparatus in the provision of the Services

3.4.2 shall ensure that no smells which in the opinion of an Authorised Officer are disagreeable or noxious emanate from the Premises

3.4.3 shall not sell nor permit to be sold food which in the opinion of an Authorised Officer produces a disagreeable odour

3.4.4 shall not provide the Services in such a way that in the reasonable opinion of the Council would be to the detriment to the Museum

4. **Provision of Information**

4.1 An Authorised Officer shall be entitled to request any information relating to the carrying out of the Services and such information shall be supplied by the Contractor forthwith upon request

4.2 The Council may require the Contractor to provide statistical data at regular intervals, determined by the Council, to enable performance to be monitored

and the Contractor shall comply with all reasonable requirements of the Council in this respect

4.3 The Council may from time to time undertake formal quality control audits using consumer questionnaires and the Contractor on such occasions shall co-operate in any such activities of the Council.

4.4 The Contractor shall procure that its staff shall co-operate fully in any investigation into the source of any known or suspected infection that appears to have been caused by the carrying out of the Services.

5. **Warning Notice**

5.1 If at any time after the Commencement Date the Council or an Authorised Officer shall determine that the Services have either not been provided or has been carried out inadequately then the Council or an Authorised Officer may (without prejudice to any other right or remedy available to it) give written notice to the Contractor setting out in general terms the matter or matters giving rise to such notice and containing a reminder to the Contractor of the implications of such notice (as set out in sub-Condition 5.2 below). Any such notice shall state on its face that it is a "Warning Notice" and shall be signed by an Authorised Officer.

5.2 In the event of the Contractor receiving a total number of three or more Warning Notices in any three month period then the Council may at any time within one month of any such event (without prejudice to any other right or remedy available to it) determine this Contract on account of breach of the Contractor's obligations under this Contract in accordance with Condition 33 below.

5.3 For the avoidance of doubt, in the event that the Council enforces its right under this Condition 5 the Council may also retake possession of any of its Furniture and Equipment loaned or hired by the Council to the Contractor.

6. **Contract Manager**

- 6.1 The Contractor shall ensure that at all times during the Contract Period a Contract Manager or a competent deputy duly authorised to act on their behalf is appointed and available to an Authorised Officer at all times during which the Services are to be provided and on call both by the Council and/or the emergency services at all other times in the event of an emergency.
- 6.2 The Contractor shall forthwith give written notice to an Authorised Officer of the identity of the person proposed to be appointed as the Contract Manager together with details of such person's qualifications and experience and shall forthwith give notice of any subsequent proposed appointments in addition to or substitution therefore with similar details in respect thereof.
- 6.3 The Contractor shall inform an Authorised Officer of the identity of any person proposed to be authorised to act for any period as deputy for the Contract Manager before the start of that period.
- 6.4 The Contract Manager or his duly authorised deputy shall be the authorised representative of the Contractor for all purposes connected with this Contract. Any notice, information, instruction or other communication given or made to the Contract Manager or their duly authorised deputy shall be deemed to have been given or made to the Contractor. The Contractor shall inform the Council of the Contract Manager's within hours and out of hours telephone number and of any changes thereof and likewise of that of their duly authorised deputy.
- 6.5 The Contract Manager or his duly authorised deputy shall consult with an Authorised Officer and with such other of the Council's supervisory staff as may from time to time be specified by an Authorised Officer or as often as may reasonably be necessary to ensure the continuous and efficient provision of the Services in accordance with this Contract.
- 6.6 The Contract Manager shall inform an Authorised Officer promptly and in writing of any instances of activity or omission on the part of the Council or its

employees which prevent or hinder or may prevent or hinder the Contractor from meeting its contractual obligations.

6.7 In the event of the Contract Manager being unable to obtain any satisfactory response from the Council to any enquiry concerning the terms of this Contract or the Services to be provided hereunder he may refer the matter to a Corporate Director whose decision (as to matters of fact and not of law) shall be final and binding.

7. **Supervision of Staff**

7.1 The Contractor shall ensure that the Contractor's staff engaged in and about the provision of the Services are at all times adequately supervised and properly perform their duties.

7.2 The Contractor's staff engaged in and about the provision of the Services shall primarily be under the control and direction of the Contractor's own supervisory staff but shall nevertheless while on the Premises comply with all reasonable instructions and requests given to them by the Council's employees.

8. **Staff**

8.1 The Contractor shall employ in and about the provision of the Services only such persons as are careful, skilled, honest and experienced in the work which they are to perform.

8.2 The Contractor shall employ sufficient staff to ensure that the Services are provided at all times and in all respects in accordance with the Conditions. Accordingly it shall be the duty of the Contractor to ensure in particular that a sufficient reserve of staff is available to provide the Services during staff holidays or absence through sickness or otherwise.

8.3 The Contractor shall ensure that every person employed by the Contractor in and about the provision of the Services is at all times properly and sufficiently trained skilled and instructed with regard to:

- (a) the task or tasks that the person has to perform;
- (b) any relevant provisions of this Contract;
- (c) relevant rules, procedures and standards of the Council notified to the Contractor by the Council in accordance with sub-Condition 8.5;
- (d) all relevant rules, procedures and statutory requirements concerning health and safety at work;
- (e) fire risks and fire precautions; and
- (f) the necessity to observe the highest standards of personal hygiene, courtesy and consideration

8.4 The Contractor shall be entirely responsible for the employment and conditions of service of its own employees including, but without limitation, the payment of wages.

8.5 The Contractor shall and shall also procure that their staff comply with all relevant rules, codes, policies, procedures and standards of the Council which are notified to the Contractor by the Council from time to time and with all relevant statutes, statutory orders and regulations.

8.6 The Contractor shall satisfy the Council that they have adequate disciplinary and grievance procedures for the staff to be employed in and about the provision of the Services. An Authorised Officer may for any reason instruct the Contractor to take disciplinary action or other action in relation to or remove from the provisions of the Services any person employed in or about the provision of the Services by the Contractor (which for the avoidance of doubt shall include the Contract Manager or his deputy) and the Contractor shall forthwith comply with such instructions. The Council shall not in any circumstances be liable to the Contractor or any of its employees in relation to any such action or removal and the Contractor shall fully and promptly indemnify the Council in respect of any claims brought by any such employee arising therefrom.

- 8.7 The Contractor shall ensure that its staff carry out their duties and behave whilst at the Premises in an orderly manner having regard to the nature of the duties being performed by them. The Contractor shall further ensure that its staff do not in particular unlawfully remove any article or thing from the Premises whether the property of the Council or of its employees, agents or sub-Contractors, or of any other persons.
- 8.8 The Contractor shall ensure that all monies and other items of value found at the Premises or Museum by any of its employees are forthwith handed either to the Contract Manager who shall hand any such item to an Authorised Officer or to any police officer at the local police station and in either such case that a receipt or acknowledgement is obtained therefore.
- 8.9 The Contractor shall ensure that its staff, whilst at the Premises, maintain a high standard of personal hygiene, demeanour and cleanliness.
- 8.10 The Contractor shall provide and require its staff to wear at all times when handling food or otherwise engaged in the provision of the Services uniforms or clothing of such standard as in the opinion of the Authorised Officer enhance the provision of the Services.
- 8.11 The Contractor shall provide and shall require its staff whilst carrying out the Services to wear at all times when at any location such identification (including photographic identification) as may be specified by the Council.
- 8.12 The Contractor shall prohibit their staff from consuming alcohol whilst on duty at the Premises.

9. **Health and Safety Inspection**

- 9.1 The Council will during the Contract Period carry out a regular monitoring/inspection programme in relation to
- (i) quality of product, presentation and service
 - (ii) quality of materials and ingredients used

(iii) general compliance with the Contract and all associated areas of legislation

9.2 An Authorised Officer or his representative or any environmental health inspector employed or appointed by the Council shall have the right at any time (without prior notice) to inspect the Premises, or any other premises used by the Contractor, which are used for the preparation and/or storage of meals and/or ingredients therefore which are to be used in the provision of the Services, Equipment, storage, material or food used or proposed to be used by the Contractor in or about or in connection with the provision of the Services and to interview at any time any member of the Contractor's staff in connection with the carrying out of all or any part of the Services and to test and take samples therefrom

9.3 The Contractor shall in performing the Services adopt safe methods of work in order to protect the health and safety of its own employees, the employees of the Council and of all other persons including members of the public.

9.4 The safe methods of work shall involve compliance with the Contractor's Health and Safety Policy Statement and any safety instructions and codes of practice stipulated by the Council (where applicable) and any relevant rules, procedures, standards, policies and codes notified to the Contractor by the Council in accordance with sub-Condition 8.5 or any of the same as may from time to time during the Contract Period be amended by the Council and notified to the Contractor. In particular but without limitation the Contractor shall ensure that:

(a) a fire risk assessment and health and safety assessments are submitted to the Council within one week of the Commencement of this Contract and are complied with throughout the Contract Period

(b) health and safety inspections are carried out regularly (and in any event not less than three times a year) on all Equipment used in the

provision of the Services and all health and safety equipment. The Contractor shall ensure that they can demonstrate to the Authorised Officer that all such inspections have taken place and that defects or faults revealed by such inspections have been promptly corrected to restore proper health and safety standards;

- (c) an adequate proportion of its staff have First Aid qualifications and know how to use the Contractor's first-aid kit (referred to in sub-Condition 9.5) and where it is situated;
- (d) to carry out procedures required by any Council fire drills and ensure that staff co-operate in the carrying out of such drills The Contractor shall also ensure that if their staff use or are aware of the use of any fire-fighting apparatus at the Premises such use is promptly reported to the Authorised Officer;
- (e) exposure of persons to hazardous substances, used or generated in connection with the provision of the Services is prevented or controlled in accordance with the Control of Substances Hazardous to Health Regulations 2002;
- (f) programmed cleaning of the Equipment and Furniture to maintain a good standard of hygiene is carried out by them and that where such cleaning entails dismantling of Equipment the Contractor shall ensure that such work is performed only by persons properly trained in the procedures necessary to ensure safety;
- (g) the Contractor notifies forthwith both an Authorised Officer and any other person likely to be affected thereby, of any situation, defect or occurrence which is giving or may give rise to a risk to health and safety, except in cases of temporary hazardous situations knowingly created by the Contractor e.g. a slippery floor following cleaning,

when the Contractor need only notify persons likely to be affected thereby.

- (h) the risk of Legionellosis is controlled and kept to an acceptable level by following the Health and Safety Executive's Approved Code of Practice and Guidance (L8) or such other updated or replacement Code and that a suitable management system is put in place to achieve this

9.5 The Contractor shall provide and maintain at least one first-aid kit in the Premises the contents of which shall be as specified in the Health and Safety (First Aid) Regulations 1981. In addition, the individually wrapped sterile adhesive dressings must be waterproof and in a variety of sizes and three plastic fingerstalls must be provided. Such first-aid kits must be clearly marked and readily accessible.

9.6 The Contractor shall ensure that access to the Premises is granted to staff of the Council, Gloucestershire County Council or contractors as required for the purposes of maintenance of the Brunswick Buildings and any equipment as well as for the posting of works of art on the walls of the Premises and Museum.

9.7 Without prejudice to any more specific obligations imposed herein the Contractor shall keep all facilities used by the Contractor thoroughly clean and tidy.

10. **Equipment, Furniture, Materials and Supplies**

10.1 The Contractor shall maintain in a clean condition all Equipment and Furniture.

10.2 The Contractor shall ensure that all Equipment, Furniture and materials (e.g. cleaning materials) provided by them conform to the latest relevant British Standard Specification and/or Public Health Standard where such exists and are in any event to the reasonable satisfaction of an Authorised Officer. All

electrical equipment must comply with the Electrical Equipment (Safety) Regulations 1994. The Contractor shall upon request furnish an Authorised Officer with test certificates to prove that such electrical equipment and materials comply with this condition and testing of any item of electrical equipment by an Authorised Officer shall be permitted. The Contractor shall forthwith cease to use any item of electrical equipment which is in the opinion of an Authorised Officer unsafe, in need of repair or maintenance or is otherwise in breach of this Contract. The Contractor shall take such steps as may be necessary to bring any such item of machinery or electrical equipment back into serviceable condition and shall not use any such item until the Authorised Officer so agrees in writing.

- 10.3 The Contractor shall provide such amounts of plastic bags, cleaning materials, disposables and paper products as are necessary for the provision of the Services.
- 10.4 The Contractor shall be responsible for establishing their own sources for food, cleaning materials, supplies and other materials necessary for the provision of the Services and shall be responsible for ensuring reasonable and proper conduct by such suppliers and their staff whilst on or delivering to the Premises (including for example ensuring that all deliveries are placed immediately into their respective storage areas and that no goods, containers and/or 'empties' are left anywhere in the Premises or surrounding area except in the proper storage areas therefore)
- 10.5 The Contractor shall be responsible for the security of all materials and Equipment used by the Contractor in connection with the provision of the Services and on the Premises and the Council shall be under no liability in respect thereof whatsoever.

10.8 Upon termination of this Contract the Council will arrange for the Premises to be professionally cleaned and the Contractor will be responsible for the cost of such cleaning

11. **Authorised Officers**

The Council shall ensure that an Authorised Officer is available for consultation with the Contractor at all reasonable times.

12. **Use of Premises**

12.1 The Contractor shall not, and shall procure that none of their employees shall, do any act or thing at the Premises or The Museum of Gloucester except for the proper carrying out of the Services in accordance with this Contract.

12.2 The Contractor shall not, without the prior agreement in writing of an Authorised Officer, alter or modify the Premises or any part thereof or remove or otherwise interfere with any of the Council's fixtures, fittings, signs, fire detectors, fire extinguishers etc. therein.

12.3 The Contractor may supply their own apparatus and shall be responsible for the maintenance and security of any such apparatus. The provision and maintenance of such apparatus will be at the Contractor's own expense. The Council shall have the right to inspect any such apparatus at any time and to require removal from the Premises any such apparatus.

12.4 The Contractor shall use any Furniture including tables and chairs needed in connection with the provision of the Services and the Contractor shall at their own expense supply any additional such items which they may consider will enhance the Service in any particular case. The Council shall have the right to inspect any such additional items at any time and to require removal from the Premises any such items.

- 12.5 The Contractor shall be responsible for supply and maintaining the Equipment and Furniture and when any losses of or damage occurs to such Equipment or Furniture replacement shall be to a standard agreed with an Authorised Officer and the replacement costs shall be borne by the Contractor. and the replacement items shall belong to the Council
- 12.6 The Contractor shall at the end of the Contract Period or on determination of this Contract whichever is the sooner return to the Council in good condition any Equipment and Furniture supplied to the Contractor by the Council or replacement items under the terms of this Contract.
- 12.7 The Contractor shall maintain in serviceable and clean condition all Equipment used by the Contractor's staff on the Premises or stored by the Contractor thereon.
- 12.8 All Equipment and materials provided by the Contractor shall conform to the latest relevant British or E.U. Standard Specification where such exists and shall be in any event to the reasonable satisfaction of an Authorised Officer. The Contractor shall upon request furnish the Authorised Officer with certificates to prove that such Equipment and materials comply with this sub-Condition.
- 12.9 The Contractor shall make contingency plans as necessary to ensure that any breakdown of Equipment does not disrupt the provision of the Services. Where Equipment is required to be maintained, repaired or replaced by the Council, should this not be immediately possible, the Contractor must ensure that suitable alternative measures are taken to ensure the continued provision of the Services.
- 13 **Water, Electricity, Gas etc**
- 13.1 Subject to the following provisions of this Condition the Council shall provide in the Premises for the performance by the Contractor of the Services: hot

and cold water supplies, gas and electricity as specified in the Tenancy at Will.

13.2 The Council shall not be liable to the Contractor for any loss, damage or injury, howsoever caused, resulting from any restriction or suspension under Condition 13 or from any defect in the services provided under Condition 13 or from any defect in the hot or cold water, gas or electricity services provided under Condition 13 so far as the law permits regarding death or injury.

13.5 The Contractor will be responsible for a proportion of the electricity, Gas business rates, water rates and in respect of the Museum as well as the other expenses directly related to the provision of the Services set out in Schedule 5 which will be updated from time to time .

14. **Security**

14.1 If at any time the Premises comprise of a lockable unit the Contractor will be required to hold access keys in respect of the Premises and shall be responsible for the security of the Premises and for ensuring that the Premises are properly locked on a daily basis when the Contractor leaves them.

14.2 The Contractor shall be responsible for the safekeeping of any keys provided to it by the Council shall ensure that the Council is informed immediately of the loss of any such keys and the Contractor shall, at their own cost, replace any such lost keys. The Contractor shall not make copies of any keys supplied by the Council without the written consent of the Council and shall hand over to the Council at this end of this Contract any keys supplied by the Council or made with or without the Council's written consent.

14.4 The Contractor shall be responsible for the security of all monies received by the Contractor or their staff in the course of the provision of the Services and shall indemnify the Council against any losses or damage which occur either directly or indirectly as a result of the possession of such monies.

14.5 The Contractor shall be responsible for the security of all goods materials and Equipment and Furniture used by the Contractor in or about the provision of the Services or otherwise belonging to the Contractor or the Contractor's staff and on the Premises and shall indemnify the Council against any losses or damage which occur either directly or indirectly as a result of the possession of such goods, materials, Furniture and Equipment.

15. **Fire and Bomb Warning Procedures**

15.1 Any fire extinguishers and other fire-fighting apparatus situated in the Premises are the property of the Council and are checked and maintained by the Council's staff. The Contractor shall ensure that no action is taken by the Contractor's staff to impair the efficiency of this apparatus or to hinder or impede any emergency escape route in the Premises.

15.2 The Contractor shall ensure that all of their staff are trained in fire prevention and procedures in case of fire in the Premises and The Museum of Gloucester

15.3 The Contractor shall ensure that all of their staff are trained in bomb procedures in case of a "bomb warning" in the Premises.

16. **Confidentiality**

The Contractor and their staff shall regard as confidential and shall not disclose to any person other than a person authorised in writing by the Council any information acquired by the Contractor or their staff in or in connection with the provision of the Services concerning the Council, its staff or procedures.

17. **Assignment and Sub-Contracting**

The Contractor shall not:

- (a) assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof; or

(b) sub-contract the provision of the Services or any part thereof

18. **Liability and Indemnity**

18.1 The Contractor shall be liable for and shall fully and promptly indemnify the Council, its officers, employees, agents and other contractors against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever, howsoever arising, whether in contract, tort or otherwise, directly or indirectly, out of, or in the course of or in connection with the provision of or failure to provide the Services or the use or occupation by the Contractor or the Contractor's staff of the Premises or part thereof or the breach by the Contractor of any provision of this Contract. For the avoidance of doubt the Contractor's liability to indemnify the Council pursuant to this Condition on account of loss or damage to any property of any nature whatsoever includes a liability to reimburse the Council all costs and expenses reasonably incurred by the Council in the reinstatement or replacement of such property, whether or not such reinstatement or replacement results in an improvement on or to the property so lost or damaged.

18.2 The Contractor's liability and indemnity to the Council arising under sub-Condition 18.1 shall be without prejudice to any other right or remedy available to the Council.

18.3 Save as provided by sub-Condition 18.4, the Council shall not under any circumstances be liable to the Contractor whether in contract, tort or otherwise, for any loss, damage or injury however caused or arising out of, or in the course of, or in connection with, the provision by the Contractor of the Services or the use or occupation by the Contractor or the Contractor's staff of the Premises or part thereof.

- 18.4 Sub-Condition 18.3 shall not apply in relation to any deliberate or negligent act or omission of the Council or any of its employees and in particular any negligent act or omission giving rise to death or personal injury.
- 18.5 The Council shall not in any event be liable to the Contractor for any indirect or consequential loss whatever and however caused.
- 18.6 Without prejudice to sub-Conditions 18.3, 18.4 and 18.5 above, the Council shall not be responsible in the event of emergency closure of The Museum of Gloucester including but not limited to water ingress, flooding, severe weather, electricity supply failure, water supply failure and fire damage or loss of income from any or all of the Services.
- 18.7 Without prejudice to any of the preceding sub-Conditions of Condition 18 above, the Contractor shall ensure that any persons using the Premises shall comply with the requirements of any safe systems of working produced by the Contractor in accordance with the requirements of sub-Condition 9.4 (a) above and the Contractor shall hold harmless and indemnify the Council against any failure of the Contractor to ensure that users comply with such safety requirements

19. **Insurance**

- 19.1 Without prejudice to its liability to indemnify the Council under Condition 18 the Contractor shall throughout the Contract Period maintain such insurances as the Council deems necessary to cover any liability arising under Condition 18, including product liability public liability and Employers liability insurance. The public liability insurance cover shall be not less than twenty million pounds (£20,000,000) in respect of any one incident or in aggregate and the Contractor's insurance policy affecting such cover shall have the interest of the Council noted thereon.

- 19.2 The Contractor shall throughout the Contract Period maintain insurance (and display a copy of the Certificate relating thereto in the workplace) employer's liability insurance.
- 19.3 The Contractor shall at the commencement of the Contract Period and thereafter upon request, produce to an Authorised Officer a copy of the Policies affecting the insurance referred to in sub-Conditions 19.1 and 19.2 together with documentary evidence that such insurances are properly maintained.
- 19.4 Should the Contractor make default in insuring or in continuing to insure as provided in sub-Conditions 19.1 and 19.2 the Council may itself provide such insurances and may charge the cost of such insurances together with an administration charge of 10% of such cost to the Contractor by recovering the same as a debt due to the Council from the Contractor.

20. **Patent Rights and Advertising**

- 20.1 The Contractor shall indemnify the Council against all claims and proceedings for or on account of infringement of any patent rights design trademark or name of other protected rights in respect of anything they supply that is used for or in connection with the Services and from and against all claims, demands, actions, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 20.2 The Contractor shall not in any way refer in any advertisement or other published material to its provision of the Services to the Council and shall not in the course of the provision of the Services advertise to Customers any services provided by the Contractor otherwise than Services provided under this Contract without first obtaining the prior written approval from the Authorised Officer to the content of such advertisement or material.

20.3 No advertising other than in respect of the provision of the Services will be permitted on the Premises without prior written approval from an Authorised Officer.

21. **Facilities for other Activities and Contractors**

The Contractor shall ensure that their staff carry out their duties and behave while at the Premises in an orderly manner in full co-operation with and in such a way as to cause no unreasonable or unnecessary disruption to such other activities as are being carried out in the Museum.

22. **Customer Relations and Complaints Procedure**

The Council requires the Contractor to establish a procedure for dealing with complaints from Customers, members of the public and Officers. All serious or unresolved complaints must be notified to the Contract Manager. A record must be kept of all complaints and details of all passed to an Authorised Officer. This record must state the detail of the complaint, including date, time, name of complainant and action taken or to be taken to avoid repetition thereof.

23. **Gratuities, Tips, Service Charges etc.**

Without the express written permission of an Authorised Officer the Contractor shall not, and shall procure that none of its employees solicit any gratuity or tip or other form of money taking or reward, collection or charge for any part of the Services otherwise than herein provided.

24 **Accounts**

24.1 The Contractor shall:

- (a) keep books of account, and proper records showing in detail the gross daily takings from all sources and the expenditure incurred in connection with provision of the Services and a daily count of sales made in such manner as the Council may prescribe;

- (b) afford to the Council and any Authorised Officer access to the such books records and other documents relevant to the provision of the Services whether kept at the Premises or the Contractor's offices at all reasonable times, and shall give to the Council all such information relating to the said books records and documents as the Council may reasonably require together with copies of the said books and/or information if so requested within 5 working days of any such request.
- 24.2 The Contractor shall send to the Council: quarterly in arrears a credit for the actual commission as determined in accordance with Condition 25;
- 24.3 The Contractor shall pay 100 per cent of invoices submitted in accordance with the other provisions of this Contract within 28 days, unless the invoice, or part thereof, or any item of a statement under sub-Condition 24.2(b) above is disputed by the Council. In the event of any such dispute such part (if any) of the invoice as is not disputed by the Council shall be paid within 35 days and the disputed part dealt with in accordance with the resolution of the dispute. A dispute within this sub-Condition shall not allow the Contractor to delay, suspend, or terminate performance of the Services under this Contract.
- 24.4 The Contractor shall pay all suppliers and the Council will not reimburse the Contractor for any costs incurred through the negligence of the Contractor including where that negligence causes damage to stock.

25 **Cost of the Contract**

- 25.1 Any payment agreed in writing shall be payable by the Contractor to the Council in accordance with the Contractor's Method Statements and payable in accordance with Condition 26. .
- 25.2 The Council may require the Contractor to pay to or maintain with the Council a sum of money as security for any loss and/or damage to any Equipment and Furniture occurring during the duration of this Contract. This deposit shall be repaid by the Council without interest at the expiry or earlier termination of

this Contract subject to any deductions made for loss and/or damage to the Equipment or Furniture belonging to the Council fair wear and tear excepted

26. **Payment**

The Contractor will pay to the Council any sums due under this Contract from any income sharing arrangement or outgoings attributable to the provision of the Services which are set out in Schedule 5 by equal instalments quarterly in arrears by Direct Debit.

27. **Recovery of sums due to the Council**

In the event of any failure by the Contractor to pay the Council any sum due under this Contract or under any other contract between the Contractor and the Council the Contractor shall further pay to the Council interest at the rate of 2% per month on any such sum. Such interest shall run from day to day and shall accrue before and after any judgement and shall from time to time be compounded monthly on the amount overdue until payment thereof.

28. **Industrial Action and Loss of Business**

28.1 In the event of industrial action by the Contractor's employees, it shall remain the Contractor's responsibility to meet the requirements of this Contract.

28.2 The Contractor must inform the Authorised Officer immediately of any impending or actual disputes which may affect the Contractor's operations.

29. **Price List and Manufacturers Recommended Price**

29.1 The Contractor shall supply to the Council its current price list within 7 days of the Commencement Date and thereafter on an annual basis and once set shall only amend the prices in exceptional circumstances. Any amendments to sale price or products shall only take effect when approval from the Council has been received by the Contractor.

29.2 Proprietary goods purchased for immediate resale must not be sold to Customers at more than the manufacturer's recommended price.

30. **The Quality of Food and Beverages**

30.1 In addition to any more specific obligations imposed by this Contract it shall be the duty of the Contractor to ensure that all food and beverages provided by the Contractor and for which the Contractor is responsible is safe and wholesome and is such as to be suitable for and likely to be well regarded by the persons to whom such food is provided.

30.2 The Contractor shall ensure that it and all of its employees shall comply with the requirements of the Food Safety Act 1990 and any Regulations made thereunder and also with any legislation amending or replacing that Act

31. **Disposal of Refuse/Waste**

31.1 The Contractor shall ensure that refuse and waste food is placed forthwith into plastic sacks and is removed at necessary intervals and in any event, daily, from the Premises. The Contractor shall recycle all waste that is capable of being recycled

31.2 The Contractor shall keep all such refuse storage areas clean and tidy and shall take all such measures as are necessary to prevent the spread of refuse therefrom.

31.3 The Contractor shall not discharge or permit to be discharged any grease or other pollutant into the drains of the Premises or any area surrounding the Premises and must keep grease in containers for disposal by the Contractor. If the Contractor fails to comply with this provision, any costs, charges or expense involved in opening, cleaning or repairing drains will be paid by the Contractor.

32. **Food and Beverage Samples**

32.1 The Contractor may be required from time to time to retain samples of food or beverages for testing and sampling purposes. These may be required in the

case of Customer complaints, quality control and performance standards or in the event of an outbreak of food poisoning.

32.2 An Authorised Officer will notify the Contractor in writing of what is to be kept, for how long and over what period and the Contractor shall forthwith comply with this notification.

33. **Termination**

33.1 If either:

- (a) the Contractor shall do all or any of the following:
 - (i) commit a breach of any of their obligations under this Contract or
 - (ii) suspend payment to or convene or hold a meeting of creditors or commit an act of bankruptcy or (being a company) shall have a receiver appointed pursuant to the Insolvency Act 1986 or by the Court or any debenture holder or shall have an administrator appointed pursuant to the Insolvency Act 1986 or shall go into liquidation (other than for the purpose of amalgamation or reconstruction) or shall make any arrangements with its creditors or any arrangements for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of its property or any judgement against it shall remain unsatisfied for more than 14 days; or
- (b) there shall be any change in control of the Contractor or (where the Contractor is a subsidiary company) its ultimate holding company;

then in any such circumstance the Council may at its option and without prejudice to any of its remedies under this Contract and without prejudice to any rights of action which shall accrue or shall have already accrued to the Council terminate this Contract by notice in writing having immediate effect.

- 33.2 In the event that the Tenancy at Will between the Council and the Contractor for the Premises or any part thereof is terminated for whatever reason this Contract shall also be terminated with effect from the date of termination of the Tenancy at Will
- 33.3 In the event of the termination or expiration of this Contract the Council may re-take possession of any of the Council's Equipment, Furniture and any other items loaned or hired to the Contractor and exercise a lien over any equipment, clothing, materials or other goods belonging to the Contractor and upon the Premises at the date of such termination or expiration for any amounts due hereunder or otherwise from the Contractor to the Council.
- 33.4 The rights of the Council under this Condition are in addition and without prejudice to any other right the Council may have to claim the amount of any loss or damage suffered by the Council on account of the acts or omissions of the Contractor.
- 33.5 Termination or expiration of this Contract shall be without prejudice to the rights and remedies of the Contractor and the Council accrued before such termination or expiration and nothing in this Contract shall prejudice the right of either such party to recover any amount outstanding at the termination or expiration.
34. **Extension**
- Subject to satisfactory performance by the Contractor during the Initial Term, the Council shall be entitled by written notice to the Contractor given not less than 3 months prior to the last day of the Initial Term to offer to the Contractor to extend the Contract for a further period or periods of up to 2 years. The provisions in this Contract will apply throughout any such extended period or periods.
35. **Taxes**

The Contractor undertakes that they shall be fully and solely responsible for and shall pay at their own expense all National and Local taxes contributions imposed upon the Contractor for or on account of performing the Service including those assessed against and measured by the salaries and wages paid by the Contractor to its employees. The Contractor indemnifies the Council and agrees to hold the Council harmless from any and all liability and claims resulting from the Contractor's failure to make timely payments of or to pay any items similar to the preceding or failure to comply with the reporting return or other procedural requirements with respect to their payment.

36. **Notices**

36.1 Any notice required to be given to the Council under this Contract shall be in writing and may be served:

(a) by delivering the notice by hand to an Authorised Officer at the following address:

Gloucester City Council
Herbert Warehouse
The Docks
Gloucester
GL1 2EP

in which case the notice shall be deemed to have been duly served at the time it is so delivered provided a receipt is obtained; or

(b) by posting the notice in a prepaid envelope sent recorded delivery addressed to an Authorised Officer at the address set out in sub-Condition 36.1(a) above in which case the notice shall be deemed to have been duly served when a signature acknowledging its receipt has been obtained.

36.2 Any notice required to be given to the Contractor under this Contract shall be in writing and shall be served:

- (a) by delivering the notice by hand to the Contractor at the Contractor's last known place of abode or business or if the Contractor is a company at its Registered Office in which case the notice shall be deemed to have been duly served at the time it is so delivered; or
- (b) by posting the notice in a prepaid envelope sent recorded delivery addressed to the Contractor at the Contractor's last known place of abode or business or, if the Contractor is a company, at its Registered Office in which case the notice shall be deemed to have been duly served when a signature acknowledging receipt has been obtained.

37. **Whole Contract**

This Contract constitutes the whole agreement and understanding of the Parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the Parties with respect thereto.

38. **Data Protection and Freedom of Information**

38.1 The Contractor's attention is hereby drawn to the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them and any associated legislation that arises in connection with the Services, ("Data Protection Requirements").

38.2 The parties warrant that they will duly observe all their obligations under the Data Protection Requirements. Both parties shall have regard to and take into consideration any codes of practice or other relevant guidance issued under such legislation.

38.3 The Contractor acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and

the Government's Transparency agenda (all as may be amended from time to time).

38.4 The Contractor shall assist the Council at no additional charge in meeting any reasonable requests for information in relation to the Service which are made to the Council in connection with the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice. The Council may, from time to time, serve on the Contractor a request requiring the Contractor within such time and in such form as is specified in such a request, to furnish to the Council such information as the Council may reasonably require relating to such requests for information.

38.5 The Contractor acknowledges that in responding to requests for information described in sub-Condition 35.4, the Council shall be entitled to provide information relating to this Contract. The Council shall not, in responding to such requests for information, disclose any information which it is not obliged to disclose pursuant to any provision of the Freedom of Information Act 2000 or to any other relevant legislative and or regulatory provision.

38.6 The Contractor hereby gives his consent for the Council to publish this Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 redacted) including from time to time agreed changes to the contract, to the general public

39. Safeguarding Children and Vulnerable Adults

39.1 The Contractor shall adopt Safeguarding Policies for children and vulnerable adults and such policies shall comply with any Safeguarding Policies of the Council and Gloucestershire County Council for the same as may be amended from time to time and copies must be provided to the Council at the reasonable request of the Council and no later than 5 (five) business days.

39.2 At the reasonable written request of the Council and by no later than 5(five) business days following receipt of such request, the Contractor must provide evidence to the Council that the Contractor is addressing any safeguarding concerns that have arisen relating to children and vulnerable adults

40. **TUPE**

40.1 The Contractor shall within the period of twelve (12) months immediately preceding the expiry of this Contract or as a consequence of the Council notifying the Contractor of its intention to retender this Contract or otherwise upon termination of this Contract:

a) on receiving a request from the Council provide in respect of any person engaged or employed by the Contractor in the provision of the Services (" the Assigned Employees") full and accurate details to the Council about staff whose employment with the Contractor is liable to expire but for any operation of law, in particular, but not limited to;

(i) the total number of staff

(ii) for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of employed Staff do not have to be given); and

(iii) full information about the other terms and conditions on which the affected staff are employed (including but not limited to their working arrangements), or about where that information can be found; and

(iv) details of pensions entitlements, if any; and

(v) job titles of the members of staff affected and the qualifications required for each position.

(the "Retendering Information")

- b) provide the Retendering Information promptly as directed by the Council and at no cost to the Council
- c) notify the Council forthwith in writing of any material changes to the Retendering Information promptly as and when such changes arise
- d) be precluded from making any material increase or decrease in the numbers of Assigned Employees
- e) be precluded from making any increase in the remuneration or other change in the terms and conditions of the Assigned Employees other than in the ordinary course of business and with the Council's prior written consent; and
- f) be precluded from transferring any of the Assigned Employees to another part of its business or moving other employees from elsewhere in its business who have not previously been employed or engaged in providing the Service to provide the Services save with the Council's written consent;

40.2 The Contractor shall permit the Council to use the Retendering Information for the purposes of the TUPE Regulations and of re-tendering. The Contractor will co-operate with the retendering of the Services by allowing any Future Contractor and/or the Council to communicate with and meet the affected employees and/or their representatives.

40.3 The Contractor shall and shall keep indemnified the Council and at the Council's request any Future Contractor against all damage, losses, indebtedness, claims, actions, cash, expenses (including the cost of legal or professional services, legal costs being an agent/client, client paying basis), proceedings, demands and charges and all other liabilities whether arising under statute, contract or at common law arising from

- (a) any claim action or proceedings by any party as a result of the Contractor failing to provide or promptly to provide the Council

and/or any Future Contractor where requested by the Council with any Retendering Information and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy or omission from the Retendering Information and/or Employee Liability Information

- (b) any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the Contract is terminated and/or transferred to any third party ("Relevant Transfer Date") arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

40.4 The provisions of this condition shall apply during the continuance of this Contract and indefinitely after its termination.

41. **Agency**

The Contractor shall not be or be deemed to be an agent of the Council and the Contractor shall not hold itself out as having authority or power to bind the Council in any way.

42. **Waiver**

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

43. **Severance**

If any provision of this 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.

44. **Amendments**

No amendment to this Contract shall be binding unless in writing and signed by the Authorised Officer in the case of the Council and the duly authorised representative in the case of the Contractor

45. **Rights of Third Parties**

It is not intended that any third party shall have the right to enforce this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 even if the terms are expressed to be for their benefit and nor shall any such third party have a right of veto over any future variation of this Contract

46 **Prevention of Bribery**

46.1 The Contractor shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws and prevent bribery and use all reasonable endeavours to ensure that it complies with any Council Policies relating to the prevention of bribery and corruption (as updated from time to time), and shall use all reasonable endeavours to ensure that:

- (a) all of the Contractor's personnel,
- (b) all others associated with the Contractor, and
- (c) all of the Contractor's sub-contractors,

involved in performing the Services or with this Contract so comply. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.

46.2 Without limitation to the above sub-clause, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures

to ensure that such bribes or payments are not made or received directly or indirectly on its behalf

46. Non-discrimination

- 46.1 The Contractor shall use reasonable endeavours to ensure that it complies with the Equality Act 2010;
- 46.2. The Contractor agrees to provide the Services in a non-discriminatory manner and shall promote equality following any code of practices issued under any of the above legislation.
- 46.3 The Council has a responsibility to monitor the equality of the provision of any Services provided by the Council. To assist the Council to meet this responsibility, the Contractor agrees, where appropriate and practicable, to work towards providing monitoring information to the Council in relation to employment and service provision in respect of the protected characteristics under the Equality Act 2010
- 46.4 The Contractor shall not discriminate directly or indirectly, or by way of victimisation or harassment, against any person on grounds of the protected characteristics.
- 46.5 The Contractor shall notify the Council forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Contractor under the above legislation.
- 46.6 Where any investigation is undertaken by a person or body empowered to conduct such investigation, and/or proceedings are instituted in connection with any matter relating to the Contractor's performance of this Contract being in contravention of the above legislation, the Contractor shall, free of charge, co-operate fully and promptly in every way required by the person or body conducting such investigation.

46.7 Where any such investigation is conducted or proceedings are brought under the above legislation, which arise directly or indirectly out of any act or omission of the Contractor, its agents or subcontractors, or the staff of the Contractor, and where there is a finding against the Contractor in such investigation or proceedings, the Contractor shall indemnify the Council in respect to all costs, charges and expenses arising out of or in connection with any such investigation or proceedings to cover any costs or payment the Council may have been ordered or required to pay to a third party

47. **Law**

This Contract shall be governed by and construed in accordance with the Laws of England and the Contractor irrevocably submits to the exclusive jurisdiction of the English Courts.

FOR INFORMATION ONLY

Schedule 2

SPECIFICATION AND METHOD STATEMENTS

FOR INFORMATION ONLY

Schedule 3

LOCATION PLANS OF PREMISES

FOR INFORMATION ONLY

Schedule 4

EQUIPMENT AND FURNITURE

Equipment

- Amika 5X steriliser
- Endura BioPak Grease Interceptor Dosing
- Casio cash register
- 3 Russell Hobbs microwaves
- 1 Samsung oven 1850W
- Tefcold chest freezer 5'
- Logik Upright freezer 5'
- Logik Upright fridge 5'
- Small Kingfisher prep chest freezer
- Blender/smoothie maker
- 2 small toasters (one for gluten free toast)
- Food processor and parts
- Electric whisk
- 2 mechanical weighing scales
- Russell Hobbs 2 ring hob
- Smeg oven
- Polar ice maker
- Lincat hot water heater
- Mahlkönig coffee grinder
- A rented LaSpaziale coffee machine
- Upright glass fronted chiller in the seating area of the Premises
- Mop and bucket
- Dustpan and brush
- Paper towel dispenser – wall mounted
- Paper roll dispenser – wall mounted
- Soap dispenser – wall mounted
- 19 cruet sets, not all matching
- 2 condiment sets
- 5 large metal buffet style food trays
- 10 place mats
- 2 ornate glass cake stands
- 1 white quiche dish
- 1 glass serving bowl
- 1 large plastic prep bowl
- 4 jam pans with lids
- 2 metal sieves, one small, one large
- 3 large metal bowls
- 5 plastic litre measuring jugs
- 9 colour coded cutting boards
- 1 digital cooking thermometer
- 1 digital probe
- 2 digital timers
- 13 assorted baking and cake trays
- 1 rolling pin
- 1 loaf tin
- 3 saucepans
- Assorted metal measuring scoops
- Assorted cooking utensils

- Assorted plastic storage containers in various sizes
- 11 cutting and slicing knives of various sizes
- 7 plastic customer trays
- 2 wooden customer trays
- Assorted cutlery and two cutlery trays
- 2 metals jugs for making hot chocolate
- 2 metal milk jugs
- 2 plastic water jugs
- 2 glass water jugs
- 1 garlic press
- 2 pizza cutters
- 2 corkscrews
- 3 peelers
- 3 graters
- 2 knife sharpeners
- Egg slice
- Set of scone cutters
- Assorted mugs, cups and saucers, espresso cups and saucers, glasses, plastic beakers
- Assorted plates and bowls
- Small coleslaw dishes
- Small metal jam dishes
- Teapots and milk jugs

Furniture

- 9 tables
- 27 chairs
- 2 sofas
- 2 baby high chairs
- 1 low table
- Small 8 drawer office cabinet (approx. 0.6m high)
- 3 metal shelving units (1m, 1.5m, 2m high)
- Set of 8 deep plastic storage drawers
- 11 small plastic storage drawers in 3 matching units
- 2 rubbish bins and 2 recycling bins

Schedule 5

OUTGOINGS

FOR INFORMATION ONLY

Executed as a Deed by [.....].....)

acting by)

Signed.....)

in the presence of:)

Name of Witness

Signature of Witness

Address

.....

.....

FOR INFORMATION ONLY

DATED _____

2016

THE COUNCIL OF THE CITY OF GLOUCESTER

and

[.....]

A G R E E M E N T

for

the provision of catering services at the Museum
of Gloucester café, Brunswick Road, Gloucester
in the County of Gloucestershire

Period Commencing [TO BE
AGREED] 2016
Expiring [TO BE AGREED]
2018 unless terminated or extended

Council Solicitor
Tewkesbury Borough Council
Council Offices
Gloucester Road
Tewkesbury
Gloucestershire
GL20 5TT

File reference SKI/20949