

**BRAUNSTONE TOWN COUNCIL**



**CONTRACT FOR THE OPERATION OF LICENSED BAR AND CAFÉ SERVICES**



# 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

**Civic Centre Reception, Bookings & Joint Service Shop**

Telephone: 0116 2890045

## **CONTRACT FOR THE OPERATION OF LICENSED BAR AND CAFÉ SERVICES**

### Instructions to Persons Tendering

1. Attached are the following documents :-
  - (a) Instructions to persons tendering
  - (b) Form of Tender
  - (c) References
  - (d) Tender Supporting Statement
  - (e) Articles of Agreement
  - (f) Tender Base
  - (g) Specification (and Appendix)
  - (h) 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 - Licensed Bar & Café Services' to the Executive Officer & Town Clerk, Braunstone Town Council, Civic Centre, Kingsway, Braunstone Town, Leicester LE3 2PP, not later than 4pm on Tuesday 23rd April 2019.
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 the work in this Contract may be made by making an appointment with the Executive Officer & Town Clerk on (0116) 2899270 or [executiveofficer@braunstonetowncouncil.org.uk](mailto:executiveofficer@braunstonetowncouncil.org.uk).
5. The Council does not bind itself to accept the highest or any tender.
6. Canvassing of members or of any committee, directly or indirectly, for any Contract with the Council shall disqualify the Operator for such appointment. If an applicant for any appointment or Contract with the Council is to his knowledge related to any member of 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 Operator who fails to do so shall be disqualified for such Contract, and, if appointed, may be dismissed without notice.
7. Debtors will be disqualified from appointment.

ALL OBLIGATIONS IN CONNECTION WITH COMPETITIVE TENDERING CONTRACT -  
LICENSED BAR AND CAFÉ SERVICES  
BRAUNSTONE CIVIC CENTRE, KINGSWAY, BRAUNSTONE TOWN, LEICESTER  
AND AT THE THORPE ASTLEY COMMUNITY CENTRE, LAKIN DRIVE, THORPE ASTLEY, LEICESTER

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) PLUS VAT
July 2019 to June 2020	
July 2020 to June 2021	
July 2021 to June 2022	
July 2022 to June 2023	

payable in twelve instalments per annum, each paid at monthly intervals.

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.

Yours faithfully,

Signature .....

Print Name .....

Organisation .....

Date ..... 2019

Notes :

Minimum Amount of Insurance **£5,000,000** for any one claim  
Contract Period 4 years (from 10th July 2019 to 9th July 2023)

**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>LICENSING ACT 2003</b>
<input type="checkbox"/> I hold an existing 'Personal Licence' under Section 117 of the Licensing Act 2003 (copy attached)* OR <input type="checkbox"/> It will be necessary for me to make an application for a Personal Licence under Section 117 and understand that this contract cannot be implemented until such time as a Licence has been granted* <i>* Please tick as applicable</i>

<b>FOOD HYGIENE (ENGLAND) REGULATIONS 2006</b>
<input type="checkbox"/> I hold a Food Hygiene Certificate under the Food Hygiene (England) Regulations 2006 (copy attached)* OR <input type="checkbox"/> It will be necessary for me to make an application for a Food Hygiene Certificate under the Food Hygiene (England) Regulations 2006 and understand that this contract cannot be implemented until such time as a Food Hygiene Certificate 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 the details of your bank and confirm your consent for us to obtain a reference.	
ACCOUNT NAME	
BANK NAME	
BANK ADDRESS	
POST CODE	

<b>I CONSENT TO YOU CONTACTING MY BANK FOR THE PURPOSES OF A REFERENCE</b>	
SIGNED	
FULL NAME (BLOCK CAPITALS)	
ADDRESS (BLOCK CAPITALS)	
POST CODE	
DATE	

## TENDER SUPPORTING STATEMENT

*Please give details of:*

- 1. any experience and skills you have relevant to the contract*
- 2. what qualities you/your organisation have to be the preferred operator*
- 3. how you would make the Licensed Bar/Café Service a success*

*You may submit additional information/documents to supplement your statement.*

Signature ..... Print Name .....

Organisation .....

Date ..... 2019

## **ARTICLES OF AGREEMENT**

**This CONTRACT** is made the                      day of                      2019

Between Braunstone Town Council ("the Council") of the one part and  
("the Operator") 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 Operator is willing to perform such Services in accordance with the provisions of the Contract.

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

1. This Contract constitutes the sole contract or agreement between the Council and the Operator for the performance by the Operator of the Services.
2. The Operator 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 Operator shall continue to provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council, the Operator 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                      )

## TENDER BASE

The tender base is defined as follows :-

1. From the 13th August 1986 to 6th May 1989 the Licensed Bar was managed and operated by the Council. The income (excluding V.A.T.) resulting from bar sales was :-

13.8.86 - 31.3.87	-	£ 13,772.56
1.4.87 - 31.3.88	-	£ 46,413.52
1.4.88 - 31.3.89	-	£ 60,715.25
1.4.89 - 6.5.89	-	£ 8,440.90
2. During the period 7th May 1989 to 10th July 1989 the Licensed Bar was operated by a private Operator. (Temporary contract)
3. On 10th July 1989 the Council entered into an agreement for a private Operator to operate the bar at a fixed sum, payable to the Council, of £8,000 for each year of the contract period.
4. On 10th July 1993 the Council entered into a four year Agreement for a private Operator to operate the bar at a fixed sum, payable to the Council, of £12,000 for each year of the Contract period.
5. The Contract was extended for one year, until 9th July 1998 whilst a major Civic Centre refurbishment programme was completed.
6. On 27<sup>th</sup> May 1998 the Council entered into a four year agreement for a private Operator to operate the bar for a fixed sum, payable to the Council, of £16,500 for each year of the contract period.
7. On 29<sup>th</sup> May 2002 the Town Council entered into an agreement for an Operator to operate the bar for a fix sum, payable by the Operator to the Council, of £18,000 for each year of the Contract period.
8. On 6<sup>th</sup> July 2006 the Town Council entered into an agreement for an Operator to operate the bar for a fixed sum, payable by the Operator to the Council of £18,000 for each year of the Contract period.
9. In January 2009 the Town Council agreed a 10% reduction in the Contract Price for six week period up to 28<sup>th</sup> February 2009.
10. *On 10<sup>th</sup> July 2010 the Town Council entered into an agreement for an Operator to operate the bar for a fixed sum, payable by the Operator to the Council of £18,000 rising by £500 for each subsequent year of the Contract to £19,500 in 2013/2014. A copy of the Contract is available from the Executive Officer & Town Clerk.*
11. In October 2010, Braunstone Town Council became responsible for the management of the Thorpe Astley Community Centre. The Operator agreed to provide and develop an occasional licensed bar service at the Thorpe Astley Community Centre, as and when required by hirers of the facility.
12. On 11<sup>th</sup> April 2013, the Council agreed to a deferment of one month's instalment to be paid by the existing Operator at the end of the Contract period.
13. *On 10<sup>th</sup> July 2014, Braunstone Town Council entered into an agreement for an Operator to operate the bar for a fixed sum, payable by the Operator to the Council of £19,000 per annum. A copy of the Contract is available from the Executive Officer & Town Clerk.*
14. *On 10th July 2018, Braunstone Town Council entered into a one year extension of the contract, while it ascertained future options for extending the Licenced Bar Service to include Café Services. A copy of the Contract is available from the Executive Officer & Town Clerk.*
15. Balance sheets and Profit and Loss Accounts (prepared by the present Operator's accountants)

are available for inspection at the Executive Officer & Town Clerk's office. The accounts are summarised as follows :-

	<u>SALES</u>	<u>NET PROFIT</u>
1995	£19,200	£18,666
1996	£91,327	£18,721
1997	£90,198	£17,862
1998	£108,585	£23,592
1999	£115,163	£19,679
2000	£112,117	£17,862
2001	£117,303	£19,075
2002	£110,164	£21,673
2003	£101,859	£18,262
2004	£107,037	£18,081
2005	£103,599	£23,915
2006 (1/8/5 to 31/7/6)	£103,599	£20,537

	<u>SALES</u>	<u>NET PROFIT</u>
2007 (1/8/6 to 31/7/7)	£98,917	£20,906
2008 (1/8/7 to 31/7/8)	£95,005	£17,247
2009 (1/8/8 to 31/7/9)	£102,264	£15,244
2010 (12/7/10 to 31/03/11)	£75,533	£14,143
2011 (1/4/11 to 31/3/12)	£109,504	£2,758
2012 (1/4/12 to 31/3/13)	£109,672	£8,867
2013 (1/4/13 to 31/3/14)	£117,460	£11,272
2014 (1/4/14 to 31/3/15)	£136,128	£19,047
2015 (1/4/15 to 31/3/16)	£154,265	£23,059
2016 (1/4/16 to 31/3/17)	£195,413	£30,021
2017 (1/4/17 to 31/3/18)	£224,772	£34,640

14. The Braunstone Civic Centre and Thorpe Astley Community Centre are used by a wide variety of groups and organisations and is available for exhibitions, lectures, receptions, club meetings, conferences, dances, celebrations. The advance bookings diaries are available for inspection by arrangement with the Executive Officer & Town Clerk.

#### SPECIFICATION INDEX

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## SPECIFICATION

### 1. Description of Contract

This contract is for the continued overall commercial and marketing operation of the Licensed Bar and Café Service, Civic Centre, Kingsway, Braunstone Town and Thorpe Astley Community Centre, Lakin Drive, Thorpe Astley, Leicester on behalf of Braunstone Town Council

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

### 2. Premises Licence – Service Period

- i) Braunstone Civic Centre (Permanent Bar Service) – maximum opening times for the sale by retail of alcohol on and off the premises:-

Monday to Thursday	10.00am to 11.00pm
Friday and Saturday	10.00am to 11.30pm
Sunday	Noon to 10.30pm

- ii) Thorpe Astley Community Centre (Mobile Bar Service) maximum times for the sale by retail of alcohol on and off the premises:-

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

### 3. Minimum Service Periods

- i) The minimum service periods for the Civic Centre Licensed Bar are as follows:-

Monday to Thursday	7.00pm to 11.00pm
Friday to Saturday	7.00pm to 11.30pm
Sundays	Noon to 2.00pm and 7.00pm to 10.30pm
New Year's Eve	7.00pm to midnight
Other Bank & Statutory Holidays	7.00pm to 11.00pm

unless otherwise agreed in advance and in writing between the Operator and the Executive Officer & Town Clerk and within the Contract Price.

The Operator may extend the opening hours at the Civic Centre within the maximum periods set out in Section 2i above, within the Contract Price and at no extra charge.

The Operator may open the Facility on Bank & Statutory Holidays between 10.00am and 7.00pm subject to sufficient notice being given to the Executive Officer & Town Clerk, and the necessary staff cover being provided.

The Town Council will only provide a Duty Officer at Braunstone Civic Centre when the Centre is open for use by hirers or for Town Council business. Outside these times, if the Facility is open, the Operator will be responsible for the safety and security of the Civic Centre premises.

- ii) There are no 'minimum' service periods required at the Thorpe Astley Community Centre. The Operator is, however, required to provide a mobile bar service within the opening hours as set out in Section 2ii above only, at the request of hirers of the facilities.

### 4. Financial Responsibilities

The Operator shall be in receipt of all incoming monies to the Licensed Bar Services derived from the sale of alcoholic and non-alcoholic drinks, cold bar snacks, fees for glass hire, etc.

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

rates.

The Operator will bear the cost of cleaning the Civic Centre Bar, toilets and Foyer/Reception on Sundays PM and public/bank holidays and the Bar Served / cellar areas at all other times and the kitchen (after use by the Operator). All other areas of the premises will be cleaned at the expense of the Council.

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

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

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

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

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

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

Any ancillary fees such as corkage, glass hire and fees for providing a mobile bar at Thorpe Astley, must be approved by the Executive Officer & Town Clerk before they are introduced.

5. Wine List

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

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

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

6. Contract Commencement/Stocktake

(a) Consumable Stock

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

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

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

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

The Operator shall take over on commencement of the contract all fixtures, fittings and machinery. The Operator shall be given a list of all such items on commencement and will have 2 days within which to agree that list with the Executive Officer & Town Clerk and notify of defects. At the end of the 2 day period, this list will be deemed to be correct

whether checked or not.

7. Licensing Act 2003

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

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

The Operator will meet the following requirements:-

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

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

8. Furniture and Fittings and Plant

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

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

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

9. Internal Presentation of the Buildings

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

The bar, kitchen and cellar areas, including all fixtures and fittings and decorations will be maintained in a clean, tidy and attractive condition.

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

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

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

In addition the Operator shall clean the Civic Centre foyer area on Sundays between close of business at 2pm and resumption of business at 7.00pm.

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

10. Hygiene Cleaning Standards

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

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

11. Refuse Arrangements

The Operator shall be responsible for the regular collection and disposal of refuse and recycling resulting from his activities. Trade refuse sacks may be obtained from Blaby District Council. Separate arrangements can be negotiated with Braunstone Town Council.

12. Staffing

The Operator, will at the commencement and end of the contract comply, where applicable, with the requirements of The Transfer of Undertakings (Protection of Employment) Regulations 2006 in relation to the transfer of staff employed in the delivery of the contract from a previous and/or to a subsequent Operator.

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

- (a) Well groomed and smartly attired in appropriate uniform for performance of duty. Uniform styles and quality to be approved by the Council's Executive Officer & Town Clerk.
- (b) Polite and efficient when in contact with the patrons
- (c) A professional approach is essential at all times.

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

13. Accommodation

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

14. General Requirements

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

15. Alterations/Improvements/Removals

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

16. Contract Completion

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

17. Performing Right Society

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

18. Lottery Licence

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

# INVENTORY OF FIXTURES & FITTINGS

- APPENDIX 'A'

## BRAUNSTONE CIVIC CENTRE BAR :

1	Storage rack
1	Eagle PA300C Cassette Player/Amplifier
1	Cassette Storage Box
1	Fire Extinguisher
1	CCTV Monitor
1	Telephone
1	'No Smoking' sign
2	Fans
1	Guinness Dispenser
1	Stongbow head
2	Hoyes Bar Dispenser Pump & drip tray
7	Lager " " " "
1	Mild " " " "
5	Bitter " " " "
1	Cider " " " "
1	Bar Tariff Notice Board
34	Spirit Bottle holders & optics
2	Sharpe XE-A203 + Manual Cash Register
0	First Aid Box & contents
1	Electric ice machine
1	Dustpan and Brush
1	Mop
1	Buckets
27	Wine glasses
38	Long stem or stacking 1/2pint glasses
99	1/2pint beer glasses
376	1 pint beer glasses
179	Sherry glasses
41	10oz goblets
54	5oz wine glasses
137	10oz tumblers
137	Champagne glasses
23	6oz tall wine glasses
2	Single door Infrico display
6	Spirit glasses
3	Shot glasses
1	Paris Goblet
1	Glass Washer (project system)
2	Glass Washer baskets
1	Salt Machine
1	Wash Hand Basin
1	Sink Unit, drainer and cupboard
15	Rubber Beer Mats
1	Groish Sign
1	Plastic drawers
11	Drip Trays
1	Plastic Bin
2	50ml measure
1	25ml measure
2	Plastic measure
3	Optic measures
7	Metal Round Tray
2	Glass Jugs + 2 Plastic
4	Ice buckets
3	Ice scoops
1	Tongs
4	Bottle Top Holder
1	Hammer for tapping barrels
Various Taps and Plugs	

## BRAUNSTONE CIVIC CENTRE CELLAR

1	Searle refrigeration unit
1	ARC-EEC-01 switch box
3	PLC pump controllers pipes and fittings
1	Rack 4 cylinder pressure gauges

## BRAUNSTONE CIVIC CENTRE PATIO AREA

3	Aluminium tables
12	Bistro Chairs
1	Cigarette Bin

## THORPE ASTLEY COMMUNITY CENTRE

1	Prodis Triple door cooler
1	Omnishash Glass washer
1	Cash Register
1	Cooler and dispenser for draught beers
1	Barrell (water tank – clear lines out)
2	Gas Bottles (beugas)
1	Bottle opener
1	Guinness Surger Unit
3	small spirit measures
1	large spirit measure
20	plastic beer standing mats
1	spanner
1	Ice bucket
1	Rinse Aid
96	Nonic Nucleated Beer Glasses
48	Worthington Pint Glasses
48	Carling Pint Glasses
12	J20 Glasses
24	Guinness Pint Glasses

CONDITIONS OF CONTRACT  
(subject to confirmation)

1. DEFINITIONS AND INTERPRETATION

In these Conditions, except where the context otherwise requires the following expressions shall have the meanings hereby ascribed to them :-

- 1.1 "Council" means the Braunstone Town Council
- 1.2 "Executive Officer & Town Clerk" means the Officer appointed by the Council to act in the name of the Council for the purposes of the Contract. The Executive Officer & Town Clerk can delegate this responsibility and appoint another Officer to act in the name of the Council for the purposes of the Contract. Council employees who are on duty at the premises outside of officer hours act on behalf of the Executive Officer & Town Clerk or the appointed representative.
- 1.3 "Commencement date" means the Tenth day of July Two thousand and nineteen.
- 1.4 "Conditions" means these Conditions any modification thereof duly made in accordance with these Conditions
- 1.5 "Contract" means the Contract as defined in the written Contract between the Council and the Operator
- 1.6 "Contract Period" means the period commencing on the Tenth day of July Two thousand and nineteen and ending on the Ninth day of July Two thousand and twenty three.
- 1.7 The "Contract Standard" means such standard as complies in each and every respect with all relevant provisions of the Contract and where and to the extent that no criteria are stated in the Contract the standard is to be to the entire satisfaction of the Executive Officer & Town Clerk
- 1.8 "Location" means the bar servery and cellar area of the Civic Centre, and kitchen at the Thorpe Astley Community Centre, where services are to be performed by the Operator together with in respect of property owned or occupied by the Council so much of the area surrounding the said place as the Operator shall with the consent of the Council use in connection with such work or services
- 1.9 "Service" or "Services" means the whole of the work to be executed or the whole of the goods or materials to be supplied by the Operator in accordance with the Contract
- 1.10 "Specification" means the Specification of Services and Appendices thereto and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Executive Officer & Town Clerk
- 1.11 Reference to time shall be construed during the period of summer time to be British Summer Time and otherwise to be Greenwich Mean Time
- 1.12 The Contract shall be governed by and construed in accordance with English Law
- 1.13 A reference to any Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same
- 1.14 Words importing the masculine gender include the feminine gender words and the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa
- 1.15 Condition headings and notes are for ease of reference only and shall not affect construction of the Contract

2. FORMS OF CONTRACT

2.1 Sufficiency of Tender

The Operator 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

2.2. 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 Operator appropriate instructions in writing and the Operator shall carry out and be bound by such instructions

2.3 Copyright

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

2.4 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

3. MODIFICATIONS

3.1 The Executive Officer & Town Clerk shall be entitled to issue to the Operator instructions in writing requiring the Operator to do all or any of the following :-

3.1.1 To omit or to cease to provide any part of the Service for such period or periods as the Executive Officer & Town Clerk may determine which period or periods may be of either a temporary or permanent nature

3.1.2 To provide the Service or any part thereof in such manner as the Executive Officer & Town Clerk may reasonably require

3.1.3 Permanently to vary the Service to be provided

3.2 The value of modifications made pursuant to this condition shall be expressed (save as otherwise agreed between the parties in writing) by way of increase or decrease in the specified sum payable by the Operator to the Council for future periods of the Contract and shall be determined by the Executive Officer & Town Clerk on the basis of what is reasonable having regard to the terms of the Contract

3.3 On making a determination under sub-condition 3.2 the Executive Officer & Town Clerk shall certify his determination to the Operator in writing

4. OPERATOR'S OBLIGATIONS

4.1 During the Contract Period the Operator shall provide the Service in accordance with the minimum service hours specified in the Specification (and any modifications thereof authorised under these Conditions) in a proper skilful and workmanlike manner to the Contract Standard and to the entire satisfaction of the Executive Officer & Town Clerk

4.2 The Operator shall at all times during the Contract Period make the payments for each year of the Contract Period payable in twelve instalments per annum, each paid at monthly intervals.

4.3 The Operator shall at all times adhere to the law, including the law as is applicable to the delivery of services by a local Council, and the Council's Policies and Procedures, except its personnel procedures, and shall ensure that its appointed staff do the same.

4.4 The Operator 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 inspecting work being performed pursuant to the Contract



- 4.5 The Operator 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
- 4.6 If the Operator 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 entire satisfaction of the Executive Officer & Town Clerk the Council may itself provide or may employ and pay other persons to provide the Service or any part thereof and all costs incurred thereby will be recoverable from the Operator by the Council as a debt. The rights of the Council under this Condition shall be without prejudice to its rights under Condition 18.

## 5. CONTRACT PAYMENTS

- 5.1 The Operator shall at all times during the Contract Period make the payments for each year of the Contract Period payable in twelve instalments per annum, each paid at monthly intervals.
- 5.2 Failure on the part of the Operator to make the payments to the Council by the due date in accordance with the contract and failure to rectify this and make the payment as soon as possible upon demand will result in the imposition of a late payment fee of £50, thereafter interest at 3% above the Bank of England base rate will be applied for each period of 7 days which elapses where the payment and/or penalties, or part thereof, remain unpaid.
- 5.3 Where such payments are persistently late or where payments and penalties remain unpaid, the Council may terminate the Contract in accordance with clause 18.
- 5.4 Where an Operator has outstanding debts with the Council, that Operator will be precluded from appointment to any contract with the Council.

## 6. OPERATOR'S EMPLOYEES

- 6.1 Prior to the commencement of the Contract, it is the responsibility of the Operator to comply at their own expense, where applicable, with the requirements of The Transfer of Undertakings (Protection of Employment) Regulations 2006 in relation to the transfer of those staff employed in the delivery of the contract prior to 10th July 2019.
- 6.2 At the end of the Contract, it is the responsibility of the Operator to comply at their own expense, where applicable, with the requirements of The Transfer of Undertakings (Protection of Employment) Regulations 2006 in relation to the transfer of those staff the Operator employed in the delivery of the contract to a subsequent Operator.
- 6.3 The Operator shall employ in and about the provision of the Service only such persons as are careful skilled honest experienced and suitably trained and qualified in the work which they are to perform
- 6.4 The Operator shall monitor the Bookings Diary and ensure that sufficient persons are employed to ensure that the Service is provided at all times and in all respects to the Contract Standard. The Operator shall ensure that a sufficient reserve of employees is available to provide the Service to the Contract Standard during peak business periods, serving interval drinks at shows/entertainments organised by the Council, staff holidays or absence through sickness or otherwise
- 6.5 The Operator shall be and shall ensure that every person employed by him and about the provision of the Service is at all times properly and sufficiently qualified experienced and instructed with regard to the Service and in particular :-
- (1) The task or tasks such person has to perform
  - (2) All relevant provisions of the Contract
  - (3) All relevant policies rules procedures and standards of the Council
  - (4) All relevant rules procedures and statutory requirements concerning health and safety at work including the Council's safety policy as notified in writing to the Operator
  - (5) Fire risks and fire precautions
  - (6) The need to maintain the highest standards of hygiene courtesy and consideration

(7) The operation of security alarms where appropriate

6.6 Notwithstanding the provisions of this Contract the Executive Officer & Town Clerk shall be entitled to require the Operator by not less than seven days' notice in writing to remove from the provision of the Service any employee of the Operator specified in such notice

6.7 The Council shall in no circumstances be liable (whether by reason of negligence or other tort of its servants or agents or otherwise) either to the Operator or to any employee or ex-employee of the Operator in respect of or concerning the withdrawal suspension or removal of any employee or notice of such requirement by the Executive Officer & Town Clerk

6.8 The Operator shall indemnify and hold harmless the Council its servants or agents against any claim by or liability to any employee or ex-employee of the Operator arising from or connected with a notice of removal served or confirmed on behalf of the Council (including any claim or liability in respect of the negligence of the Council its servants or agents) and against any damages, costs, expenses, disbursements or other loss incurred by the Council by reason of such claim or liability

## 7. OPERATOR'S STAFF

7.1 The Operator 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 Operator

7.2 The Operator (or a competent deputy duly authorised by the Operator 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. The Operator or a competent deputy must wear lapel badges (bearing the words "Premises Supervisor") at all times so that they can be identified by the Council's employees and visitors for the purposes of customer safety and the preservation of order.

7.3 The Operator 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

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

7.5 The Operator shall require his employees at all times while engaged in provision of the Service to be properly and presentably dressed in appropriate uniforms or workwear to the satisfaction of the Council

7.6 Where the nature or the place of any duties upon which the Operators employees shall be engaged in the provision of the Service make the wearing of any special or protective clothing or footwear necessary or appropriate the Operator shall provide and shall require his employees to wear such clothing or footwear

7.7 The Operator shall at all times be fully responsible for the payment of all income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any person employed by the Operator and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof

7.8 The Operator shall ensure that his/her employees are paid at an hourly rate in excess of the minimum required in the National Minimum Wage Act 1999 (as amended from time to time by the National Minimum Wage Regulations)

## 8. CONFIDENTIALITY

8.1 The Operator shall not during the Contract Period or at any time thereafter make use for his own purposes of or disclose to any person (except as may be required by law) any information contained in any material provided to him by the Council pursuant to the Contract or prepared by the Operator pursuant to the Contract all of which information shall be deemed to be confidential

- 8.2 The Operator shall not dispose nor part with possession of any material provided to him by the Council pursuant to the Contract or prepared by the Operator pursuant to the Contract other than in accordance with the express written instructions of the Council
- 8.3 The Operator shall procure and be responsible for the compliance of each of his employees with the provisions of this Condition
- 8.4 Braunstone Town Council is subject to the provisions of the Freedom of Information Act 2000. Operators 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.
9. HEALTH AND SAFETY
- 9.1 The Operator 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
- 9.2 The Operator shall identify risks to the health and safety of employees and others and provide the Executive Officer & Town Clerk with Risk Assessments, particularly in connection with the following:-
- (1) Food Safety (General Food Hygiene) Regulations
  - (2) Food Safety (Temperature Control) Regulations
  - (3) Pressure Systems and Transportable Gas Containers Regulations
  - (4) Manual Handling Operations Regulations
- 9.3 The Operator shall have regard to the Council's Safety Policy. Whilst on premises owned by the Council the Operator shall ensure that his employees comply with the Council's Safety Policy
- 9.4 The Executive Officer & Town Clerk shall be empowered to suspend the provision of the Service in the event of non-compliance by the Operator with health and safety matters. The Operator 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
10. CUSTOMERS
- 10.1 The Operator will be responsible for ensuring that customers using the Bar/Café adhere to the law, the Council's Policies and Regulations and behave in an acceptable manner, which is in keeping with a multi-functional Community facility. This includes, but not limited to, zero tolerance of violence, use of illegal drugs, racism, harassment and personal abuse.
- 10.2 As the Licensee, the Operator is responsible for ensuring that customers both in the Bar/Café and in the Centres do not excessively drink and that the obligations and responsibilities of the Operator under the Licensing Act in this respect are performed.
- 10.3 The Operator will ensure that no drinking or eating takes place in the Foyer/Reception, corridors, and toilets or outside of the building, with the exception of the Civic Centre Bar/Café patio area.
- 10.4 When dealing with customers, the Operator and the appointed staff will apply a consistent and balanced approach.
- 10.5 The Operator will agree with the Executive Officer & Town Clerk a policy & procedure for issuing warnings / temporary bans to Bar/Café customers whose behaviour falls short of acceptable standards. No ban will be imposed for more than three months without the explicit consent of the Executive Officer & Town Clerk.
- 10.6 Any incidents which the Operator deals with should be recorded, including the action taken, and reported in a timely manner to the Executive Officer & Town Clerk.

- 10.7 The Council has a Complaints Procedure, to which customers who use the Café/Bar facility can register a complaint. The Operator will cooperate and comply with any investigation by the Executive Officer & Town Clerk and provide the required information, documentation and statements in a timely manner.

11. AGENCY

- 11.1 The Operator is not and shall in no circumstances hold himself out as being the servant or agent of the Council other than in circumstances expressly permitted by these Conditions
- 11.2 The Operator 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
- 11.3 The Operator has not and shall in no circumstances hold himself out as having the power to make vary discharge or waive any bye law or regulation of any kind
- 11.4 The employees of the Operator are not and shall not hold themselves out to be and shall not be held out by the Operator as being servants or agents of the Council for any purposes whatsoever

12. OBSERVANCE OF STATUTORY REQUIREMENTS

The Operator 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

13. INDEMNITY AND INSURANCE

- 13.1 The Operator 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 Operator 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 Operator 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 Operator or employed by the Operator
- 13.2 Without thereby limiting his responsibilities under this Condition the Operator 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 Operator's obligations under the Contract and against all actions claims demands proceedings damages costs charges and expenses in respect thereof
- 13.3 The insurance in respect of personal injury or death of any person arising under a contract of service with the Operator 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 Operator 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
- 13.4 The Operator shall at his own cost and to the satisfaction of the Executive Officer & Town Clerk keep and maintain full comprehensive cover to the full reinstatement value all stock and equipment used by him under the terms of the specification annexed 'A'
- 13.5 The Operator 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

14. USE OF COUNCIL'S PREMISES AND FACILITIES

- 14.1 The Operator shall ensure that neither he nor his employees shall do any act or thing at any Location other than the proper performance of the Service and as may be permitted by this Condition
- 14.2 The Council shall during the Contract Period permit the Operator to use as the Designated Premises Supervisor 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
- 14.3 The Operator shall use the said equipment only in connection with the provision of the Service and shall ensure that the Operator's employees use the said premises and facilities only for such purpose
- 14.4 The permission hereby given to use the said premises and facilities is personal to the Operator and the Operator'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 Operator
- 14.5 The Operator shall keep such premises and facilities clean tidy and properly secured as required in the specification
- 14.6 The Operator shall use the premises and facilities for the provision of the Council's Bar/Café service and shall not at any time hire or let the premises or permit their use for any private hire or private event.
- 14.7 The accommodation the Operator may use in carrying out the service is set out in the Specification at paragraph 13. Both parties agree that this agreement is for the operation of services and there is no intention on the part of the Council to create a tenancy of whatsoever nature in favour of the Operator or his employees and that no such tenancy has or shall come into being. Therefore, the tenancy rights of sections 24-28 of the Landlord and Tenant Act 1954 do not apply to this agreement.

15. SECURITY

- 15.1 The Operator shall hold all access and other keys as necessary and to comply with the specification.
- 15.2 The Operator shall be responsible for the safekeeping of any keys provided to him by the Council and shall only permit such keys to be given to those of his employees whose names and addresses have been supplied to the Council and then only to the extent required for the purposes of providing the Service. The Operator shall ensure that the Executive Officer & Town Clerk is informed immediately of the loss of any keys. The Operator shall not label any keys in any way.
- 15.3 The Operator or a competent deputy shall, after the close of business each evening, remain on the premises in order to assist a member of the Council's staff with security and locking up procedures.
- 15.4 Where the Bar/Café Facility is opened by the Operator and the Civic Centre is otherwise not in use, the Operator will be responsible for the safety and security of the Civic Centre premises and ensuring the building is secured and alarmed at the close of business. Where there is a subsequent alarm call-out, the Executive Officer & Town Clerk may require the Operator to attend to reset the alarm.

16. EQUIPMENT

- 16.1 Except as otherwise specified the Operator shall provide all equipment and materials necessary for the provision of the Service.
- 16.2 The Operator shall be responsible for the security of all materials and equipment used by the Operator in connection with the provision of the Service and the Council shall be under no liability in respect thereof.

17. ASSIGNMENT AND SUB-CONTRACTING

17.1 The Council shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Operator.

17.2 The Operator 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.

18. DURATION

The Agreement will commence on 10<sup>th</sup> July 2019 and will remain in force until 9<sup>th</sup> July 2023 unless this Agreement is terminated, amended or suspended by a revised Agreement.

19. REVIEW

This Agreement may require amendments in the light of experience of implementing its terms or in if the nature of the service, including the service levels, is substantially changed. Any amendments will need to be negotiated and agreed in writing by both parties.

20. TERMINATION

20.1 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.

20.2 If the Operator 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 Operator or acting on the Operator's behalf (whether with or without the knowledge of the Operator) or if in relation to the Contract or any other contract with the Council the Operator or any person employed by the Operator or acting on the Operator'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 Operator the amount of any loss resulting from such termination.

20.3 If the Operator :-

- (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) has a provisional liquidator receiver or manager of his business or undertaking duly appointed
- (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
- (8) has failed to make the payments to the Council in accordance with the contract, failed to

respond to demands for such payments, persistently made late payments or failed to pay the penalties for such late payments.

- (9) 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
- (10) 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 Operator's employment under the Contract by notice in writing having immediate effect

20.4 If the Operator's employment is terminated as provided in Condition 18.2 the Council shall :-

- (1) be entitled to repossess any of its materials clothing equipment vehicles or other goods licensed loaned or hired to the Operator and to exercise a lien over any of the materials clothing equipment vehicles or other goods belonging to the Operator for any sum due hereunder or otherwise from the Operator to the Council
- (2) be entitled to employ and pay other persons to provide and complete provision of the Service or any part thereof and to use all such Operator's materials clothing equipment vehicles or other goods for the purpose thereof
- (3) be entitled to recover the same from the Operator as a debt any loss or damage to the Council resulting from or arising out of the termination of the Operator's employment. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Operator's employment and in making alternative arrangements

## 21. 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.

## 22. WAIVER

Failure by the Council at any time to enforce the provisions of the Contract or to require performance by the Operator 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.

## 23. 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.

## 24. LIQUIDATED DAMAGES

### 24.1 Liquidated Damages for Whole of Services

In the event that the Operator shall fail to commence to perform the whole of the Services or at any time during the period of the Contract shall cease to perform the whole of the Services he shall pay to the Council for each day of such failure (without prejudice to the Council's right to determine the Contract) the sum of £70 per day which represents the Council's genuine pre-estimate of the damages likely to be suffered by it in the event of the whole of the Services not being performed at any time but such figure shall not in any way be taken as final or binding upon the Council.

25. LIABILITY OF AUTHORITY

- (a) The Council its servants or agents shall owe no duty of care to the Operator 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 Operator 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 Operator 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 Operator prior to his entering into the Contract.
- (d) The Operator 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 Operator acknowledges that the Council has contracted on this basis.

26. LIABILITY OF OPERATOR

- (a) The Operator 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 Operator howsoever such liability may arise.
- (b) The Operator 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 Operator (whether such damage be caused by negligence or in any other way whatsoever).
- (c) The Operator 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 Operator (whether such injury be caused by negligence or in any other way whatsoever).

27. VALUE ADDED TAX

The Operator shall pay to the Council such Value Added Tax as may be properly chargeable in connection with the provision of the services.

The Council shall issue a tax invoice in respect of Value Added Tax paid by the Operator.

28. ACCOUNTS AND OPERATION RECORDS

- (a) The Operator shall maintain current and accurate records of all work carried out in the provision of the Service. These records shall be open for inspection by the Executive Officer & Town Clerk or his representative at all reasonable times.
- (b) At the expiry of the Contract period the Operator will provide the Executive Officer & Town Clerk with audited accounts for the period covered by this contract.



29. DUTY TO COOPERATE

The Council and the Operator agree to keep in touch, at least on a monthly basis, to ensure the effective operation of the contract, the exchange of information and collaborative working to aid the delivery of services from the Centres.

The Operator must cooperate with the Council to provide all information required to enable the Council to retender the contract prior to the end of the contract period.

30. FAILURE TO DISAPPROVE

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

31. 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.