

BRAUNSTONE TOWN COUNCIL



**LICENCE AGREEMENT FOR THE PROVISION OF
EARLY YEARS CHILDCARE
AT THORPE ASTLEY COMMUNITY CENTRE**

AUGUST 2025



BRAUNSTONE TOWN COUNCIL

www.braunstonetowncouncil.org.uk

Chief Executive & Town Clerk

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

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LICENCE AGREEMENT FOR THE PROVISION OF EARLY YEARS CHILDCARE AT THORPE ASTLEY COMMUNITY CENTRE

ARTICLES OF AGREEMENT

This CONTRACT is made the xxxx of August 2025 between Braunstone Town Council ("the Council") of the one part and xxxxx ("the Provider") of the other part

W H E R E A S

1. The Council wishes to hire the facilities for the Services set out in the Contract and
2. The Provider is willing to provide such Services in accordance with the provisions of the Contract.

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

1. This Contract constitutes the sole contract or agreement between the Council and the Provider for the provision of the Services.
2. The Provider 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 Provider shall continue to provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council, the Council will provide the premises provided by the Contract and the Provider shall make to the Council the payments provided by the Contract.
4. The Provider must be a registered individual or organisation "registered person" on the Early Years Register in accordance with the Childcare Act 2006.

DECLARATION

On behalf of Braunstone Town Council, I confirm that I have read the agreement and the Braunstone Town Council will comply with the terms and conditions contained within

Signed:

Date:

Darren Tilley

Name of authorised signatory for Braunstone Town Council

Address to which communications relating to this agreement should be sent:
Chief Executive & Town Clerk,
Braunstone Town Council,
Braunstone Civic Centre,
Kingsway,
Braunstone Town,
LEICESTER,
LE3 2PP.

On behalf of **xxxxxxx** we confirm that we have read the agreement and **xxxxxxx** will comply with the terms and conditions contained within

Signed:

Date:

xxxxxxx

Signed:

Date:

xxxxxxx

Name of authorised signatories for xxxxxxx

Address to which communications relating to this agreement should be sent:
xxxxxxx

SPECIFICATION

1. Description of Contract

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

The Council will provide the premises and the Provider will be responsible for all aspects of the running of the Early Years Childcare.

2. Service Period

Maximum opening times:-

Monday to Friday, 8.00am to 6.00pm (excluding public holidays) for 51 weeks per annum.

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

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

3. Financial Responsibilities

The Provider shall pay the Council £xx,xxx for use of the premises (which is exempt from VAT) set out at 4 below between xx August 2025 and 31st July 2026.

Subsequent year's (August to July) will be charged at the previous year's rate plus the Standard Rate of CPI for the previous financial year (April to March).

The terms of payment for the use of the premises shall be xxxxxxxx.

Subsequent year's payments will be made xxxxxxxx

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

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

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

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

The Provider 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 Provider must hold a minimum amount of Public Liability Insurance of **£5,000,000** for any one claim.

4. The Premises

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

5. Internal Presentation of the Buildings

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

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

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

6. Hygiene Cleaning Standards

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

7. Refuse Arrangements

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

8. Staffing

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

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

CONDITIONS OF CONTRACT

1. FORMS OF CONTRACT

1.1 Sufficiency of Tender

The Provider shall be deemed to have satisfied themselves before submitting the tender dated 22nd April 2017 as to the accuracy and sufficiency of the Tender Sum which shall (except insofar as it is otherwise provided in the Contract) cover all obligations under the Contract and shall be deemed to have obtained for themselves 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 the tender

1.2. Documents Mutually Explanatory

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

1.3 Copyright

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

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

2. MODIFICATIONS

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

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

3. PROVIDER'S OBLIGATIONS

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

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

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

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

4. PROVIDER'S STAFF

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

- 4.2 The Provider (or a competent deputy duly authorised by the Provider to act on his behalf) shall be present at the Location and be available to the Chief Executive & Town Clerk in person at all times during which the Service is provided.
- 4.3 The Provider shall ensure that his employees perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them
- 4.4 The Provider shall ensure that his employees observe the security of any secured areas of the Council's premises

5. CONFIDENTIALITY

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

6. HEALTH AND SAFETY

- 6.1 The Provider shall at all times comply with the requirements of the Health and Safety at Work Act and the Management of Health & Safety at Work Regulations 1992 and of any other subsequent Acts Regulations or Orders pertaining to the health and safety of employees
- 6.2 The Provider shall identify risks to the health and safety of employees and others and provide the Chief Executive & Town Clerk with Risk Assessments.
- 6.3 The Provider shall have regard to the Council's Safety Policy. Whilst on premises owned by the Council the Provider shall ensure that his employees comply with the Council's Safety Policy
- 6.4 The Chief Executive & Town Clerk shall be empowered to suspend the provision of the Service in the event of non-compliance by the Provider with health and safety matters. The Provider shall not resume provision of the Service until the Chief Executive & Town Clerk is satisfied that the non-compliance has been rectified. In respect of any such period of suspension the default provisions as set out in these Conditions shall apply

5. AGENCY

- 5.1 The Provider is not and shall in no circumstances hold himself out as being the servant or agent of the Council
- 5.2 The Provider is not and shall in no circumstances hold himself out as being authorised to enter into any contract on behalf of the Council or in any way to bind the Council to the performance variation release or discharge of any obligation
- 5.3 The employees of the Provider are not and shall not hold themselves out to be and shall not be held out by the Provider as being servants or agents of the Council for any purposes whatsoever

6. OBSERVANCE OF STATUTORY REQUIREMENTS

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

7. INDEMNITY AND INSURANCE

- 7.1 The Provider 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 Provider 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 Provider 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 Provider or employed by the Provider

7.2 Without thereby limiting his responsibilities under this Condition the Provider 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 Provider's obligations under the Contract and against all actions claims demands proceedings damages costs charges and expenses in respect thereof

7.3 The insurance in respect of personal injury or death of any person arising under a contract of service with the Provider 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 Provider may choose in respect of any one incident and his insurance policy effecting such cover shall be unlimited in total and shall have the interest of the Council endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Council

7.4 The Provider shall supply to the Council immediately upon request copies of all insurance policies cover notes premium receipts and other documents necessary to comply with this Condition

8. USE OF COUNCIL'S PREMISES AND FACILITIES

8.1 The Council shall during the Contract Period permit the Provider to use in the time set out in the Specification in connection with the provision of the Service the premises and facilities set out in the specification

8.2 The Provider shall use the said premises only in connection with the provision of the Service and shall ensure that the Provider's employees use the said premises and facilities only for such purpose

8.3 The permission hereby given to use the said premises and facilities is personal to the Provider and the Provider'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 Provider

8.4 Conduct of Clients & Guests

The Provider shall be responsible for the proper conduct of persons using the room(s) and either he or his nominated deputy shall be at the premises and in charge for the whole time the service is being provided. In the event of any person acting in such a manner as to cause annoyance or inconvenience to other persons, take all necessary steps to deal with the offender. The council will not tolerate aggressive, abusive, offensive or any other type of inappropriate behaviour.

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

8.5 Numbers of Persons to be Admitted

The **MAXIMUM** number of persons to be allowed at any one time in the halls shall be as follows:-

Thorpe Astley Main Hall - 80

8.6 Cleaning & Damage

The Provider will be responsible for any excessive cleaning costs and the cost of making good any damage caused to the room(s) and their contents, replacing of any furniture or fittings lost or missing from any part of the building and damages to the floors, walls etc.

The Provider shall be responsible for cleaning the crockery and any equipment (cooker, sink etc) after use, and must leave the rooms and kitchen in a clean and tidy state. Failure to

comply with this Condition could result in the Provider paying additional costs for cleaning undertaken by the Council staff.

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

8.7 Smoking, Naked Flames/Fires

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

8.8 Electrical Fittings

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

8.9 Loss of Property

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

8.10 Car Parking

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

9. SECURITY

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

10. EQUIPMENT

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

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

11. ASSIGNMENT AND SUB-CONTRACTING

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

12. DURATION

The Agreement will commence on 21st August 2021 and will remain in force unless the Agreement is terminated, amended or suspended by a revised Agreement.

13. REVIEW

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

14. TERMINATION

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

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

14.3 If the Provider :-

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

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

15. NOTICES

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

16. WAIVER

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

17. SEVERANCE

If any provision of the Contract shall become or shall be declared by any court of competent

jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

18. LIABILITY OF AUTHORITY

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

19. LIABILITY OF PROVIDER

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

20. VALUE ADDED TAX

The Provider 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 Provider.

21. FAILURE TO DISAPPROVE

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

22. NO TENANCY RIGHTS

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

23. COMPLAINTS

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