Request for quote for:

HDC202401 - Mobile Refreshment Concessions at Bramshot Farm Country Park, Edenbrook Country Park and Whitewater Meadows, Hart, NE Hampshire

|  |  |
| --- | --- |
| Date opportunity posted | 22nd January 2024 |
| Last date for clarifications | 16th February 2024 |
| Quotation return date | **12 noon, 1stMarch 2024** |
| Estimated Contract Value | N/A |
| Quotation shall be returned to | [procurement@hart.gov.uk](mailto:procurement@hart.gov.uk) |
| With the subject line | Quotation for HDC202401 - Refreshment Concessions - 2024 |
| Contact in case of queries | Leigh.wallace@hart.gov.uk |

# Introduction

* 1. The Council invites quotations for this opportunity in accordance with the terms and requirements of this document and any Schedules attached.
  2. Document contents:

Specification… … … … … … … p2

Information for Bidders … … … … … p4

Evaluation and Award Process … … … … p6

Quotation Response.. … … … … … … p8

Appendix A – Map of locations for concessions. ￼... ... p10

Appendix B – Further information regarding the Country Parks p12

Appendix C – License Agreement ... ... ... … p14

# Specification

* 1. Key contract dates:

|  |  |
| --- | --- |
| Intended Start Date | March – April 2024 |
| Duration | 1 year license |
| Intended End Date | March – April 2025 |
| Extension Details | Opportunity to extend for a further 2 years |

* 1. Aim:
     1. Hart District Council is releasing three plots for concessions vans at the following Hart District Council owned countryside sites: Edenbrook Country Park, Bramshot Farm Country Park and Whitewater Meadows.

The sites are split into three lots:

Lot 1 – Bramshot Farm Country Park

Lot 2 – Edenbrook Country Park

Lot 3 – Whitewater Meadows

Bidders can either bid for a concession's vehicle at one of the individual lotted sites, any two of the sites, or all three sites.

The proposed locations at the countryside sites are shown on the maps in Appendix A.

Sub-contracting of the service will not be permitted.

Information regarding each site, relevant to this RFQ, can be found in Appendix B.

* 1. Objectives:
     1. The Council’s main objectives are:

1. Provide enhanced facilities at all sites.
2. Provide a commercial opportunity for local business.
3. To generate an income stream for the council.
4. Actively promote environmental sustainability and minimise carbon footprint.

Specification

1. The Council will be looking for the successful bidders to operate in a responsible and sustainable manner, minimising their carbon footprint to help protect the environment and local sustainability in a variety of ways, for example by using locally sourced and produced foods or ingredients, using eco-friendly and biodegradable packaging, reducing the use of single use plastics, employing local people, and using Fairtrade products where possible.
2. Successful bids will provide a high quality, regular service for all visitors at the sites.
3. The Licensee will not be permitted to run the engine of the vehicle whilst stationery and must therefore install silent generators to operate machinery whilst the vehicle is on site. Note that there is no electric or water supply on site.
4. Vehicle movement to and from the site shall be agreed in advance with Hart District Councils Countryside Manager. The Licensee shall abide by the agreed Vehicle Movement Plan at all times. The vehicle shall be parked in the designated parking place and shall not park in an alternative position without prior approval.
   1. Timetable:
      1. Bidders are invited to a site visit upon request (if required) on the 30th January 2024. To organise a time, please email [leigh.wallace@hart.gov.uk](mailto:leigh.wallace@hart.gov.uk).
      2. Bidders are invited to suggest an operational start date, likely to be no earlier than March 2024, which will be subject to signing of the license agreement.
      3. An initial period of 1 year will be offered. After this time the impact of concessions will be assessed, and a further 2-year license agreement may be offered.
   2. Deliverables:
      1. The successful bidder must:
5. Provide a license fee offer.
6. Provide details of their proposed concession. Requirements which Hart District Council deem desirable and how they will be scored is in section 6.
7. Be prepared to enter into a license agreement. A copy of the generic license agreement can be seen in Appendix 3. This is an example only; you do not need to fill in any details to take part in this bid.
   1. Monitoring arrangements:
      1. The Council may monitor the performance of the Services by the Supplier.
      2. The Licensee shall meet regularly with relevant council officers to discuss the operation of the concession, forthcoming events, stakeholder feedback and wider Hart District Council management ambitions.
      3. Any letting will be subject to the receipt of satisfactory references and financial checks once a formal letting offer has been made and accepted. Applicants should nominate a bank and two professional referees (e.g., solicitor, accountant) and provide details within their bid.

# Information for Bidders

* 1. All quotation response documents must be returned to the email address stated on page 1 by no later than the quotation return date also stated on page 1. Quotations received after this time will only be accepted in exceptional circumstances and at the council’s discretion.
  2. If there appears to be an error or omission in a quotation the Council shall invite the Bidder to confirm the submitted price, including errors/omissions, or amend the submitted price to correct these errors/omissions. All amendments or confirmation of quotation must be confirmed in writing by the Bidder.
  3. If the Council considers a query may have a material effect on quotation responses, all suppliers will be notified without delay via email.
  4. The Council reserves the right to disregard any quotation where:

1. in the opinion of the council, there is sufficient doubt as to the Bidder’s ability to pay the council the submitted license fee; or
2. it contains qualifications that conflict with the Request for Quotation instructions.
   1. Quotations and supporting documents shall be in English and any contract subsequently entered into, and its formation, interpretation and performance shall be subject to and in accordance with the laws of England and Wales.
   2. All prices quoted shall, unless otherwise stated, include profit, transport, labour, materials, fuel and plant charges, insurance and all other expenses of every kind which under the conditions of Contract are borne by the Bidder. Prices quoted shall be in UK Sterling and exclusive of Value Added Tax. Value Added Tax shall be applied at the appropriate rate ruling at the date of any invoice.
   3. The winning bidder will be liable to business rates.
   4. Bidders must not take part in any publicity activities with any part of the media about the Contract or this opportunity without getting the Council’s written agreement first. This includes the Council’s agreement on the format and content of any publicity.
   5. This opportunity is made available in good faith. The Council give no warranty as to the accuracy or completeness of the information contained in it. The Council also disclaim any liability for any inaccuracy or incompleteness. The Council reserve the right to cancel the Quotation process at any point.
   6. The Council are not liable for any costs resulting from any cancellation of this Quotation process or for any other costs that Bidders may incur by Tendering for this Contract. Bidders must obtain at their own expense all the information that they need for the preparation of their Quotation.
   7. Bidders will be deemed to fully understand the processes that the Council must follow under relevant legislation, and where the value of the opportunity is deemed to be above relevant thresholds, will adhere to the requirements set out in such legislation.

# Evaluation and award process

* 1. The contract, if awarded, will be awarded, based on the following criteria:

|  |  |
| --- | --- |
| **Criteria** | **Score** |
| **Price** *(calculated as per 4.2): License fee offer* | **50%** |
| **Quality**   *(Service Statement 35%, sustainability 15%)* | **50%** |

* 1. The Price element of the evaluation will only be scored once the Quality criteria have been assessed.
  2. Each section in the Quality criteria will be scored using the following template:

|  |  |
| --- | --- |
| Exceptional demonstration by the supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate. | 5 |
| Good demonstration by the Supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate. | 4 |
| Satisfactory demonstration by the Supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate. | 3 |
| Contains minor shortcomings in the demonstration by the Supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate and/or is inconsistent or in conflict with other proposals with little or no evidence to support the response. | 2 |
| Satisfies the requirement but with considerable reservations of the supplier’s relevant ability, understanding, skills, facilities and quality measures required to provide the services, with little or no evidence to support the response. | 1 |
| No response or irrelevant response provided. | 0 |

* 1. Any responses scoring less than 2 for any Quality criteria, may be considered to not meet the requirements, and therefore fail the evaluation and the quotation may be rejected. As per 4.2, the Price element will not be assessed in those circumstances.
  2. Regarding the price element, the quotation with the highest monetary value returned to the council over the full term of the contract will be given the maximum score available. Other scores will then be calculated as a proportion of this based on the formula below:

|  |
| --- |
| Value offered to the council of next quote to be considered |
| Highest value offered to the council |

* 1. Bidders will be notified via email as soon as possible of any decision made by the council during the quotation process, including notifying Bidders of the intended award.
  2. As part of the notification of award process, Bidders will be provided with details of the points awarded for their submitted responses in line with the evaluation criteria above.

# Quotation response: Bidder details and declaration

* 1. Please complete the following and sign to confirm that your quotation is fully compliant with the Specification, and all Terms and Conditions as stated within this documentation.

|  |  |
| --- | --- |
| Company Name: |  |
| Address: |  |
|  |
|  |
|  |
|  |
| Telephone: |  |
| E-mail: |  |
|  | |
| Signed: |  |
| Print Name: |  |
| Position in Company: |  |
| Date: |  |

1. Quotation response: Bidder submission

* 1. Please complete the following annual license fee offer.

|  |  |  |
| --- | --- | --- |
| Lot 1 – Bramshot Farm Country Park  Lot 2 – Edenbrook Country Park  Lot 3 – Whitewater Meadows |  |  |
| **Licence fee value** |  | **£** |
| If awarded Lot 1 only |  |  |
| If awarded Lot 2 only |  |  |
| If awarded Lot 3 only |  |  |
| If awarded Lots 1 & 2 |  |  |
| If awarded Lots 2 & 3 |  |  |
| If awarded Lots 1 & 3 |  |  |
| If awarded Lots 1, 2 & 3 |  |  |

* 1. Please complete the following section which will be used to score the Quality criteria.

|  |
| --- |
| Service Statement – 35% |
| Please evidence how you intend to provide a high quality, regular service for all visitors to the sites, including operational hours. – 5%  Please detail how you intend to run the concession, including practicalities such as waste disposal, power and water supply and staffing arrangements. – 10%  Please provide proposed vehicle details including Vehicle Registration Number and Specification, Emissions Statement, Photo/Images of the Vehicle and list of equipment that will be installed. - 10%  Please include a list of your business policies, for example any Health and Safety policies, food hygiene, equality and diversity policy etc. – 10% |
| Sustainability – 15% |
| Please evidence how you intend to minimise your overall carbon footprint, whilst providing a financially sound offering. – 5%    Please detail how you will promote sustainability through your business. – 5%  Please detail your intended packaging and how you intend to reduce or remove the use of single use plastics. – 5% |

APPENDIX A – Map of locations for concessions



[Bramshot Farm Country Park](https://www.hart.gov.uk/bramshot-farm-country-park) – Concession to be placed near car park



[Edenbrook Country Park](https://www.hart.gov.uk/country-parks-and-green-spaces/edenbrook-country-park) - Concession to be placed near Site Compound & Pump Track

A map of a neighborhood

Description automatically generated

[Whitewater Meadows](https://www.hart.gov.uk/country-parks-and-green-spaces/whitewater-meadows) – Concession to be placed on main path from car park on Papermill Avenue

APPENDIX B – Further information regarding the Country Parks

Bramshot Farm Country Park

This Country Park is situated on Bramshot Lane, just off junction 4a of the M3. The park compromises 91 acres of fields and meadows with hedgerows, Copses and veteran trees, and as the name suggests, was once used for farming and grazing. The Country Park is a designated SANG (Site of Alternative Natural Greenspace) to offset against development within the Thames Basin Heaths Special Protection Area.   

Its primary purpose is to provide an alternative open space to lessen visitor pressure on Special Protection Area’s (SPA’s) within the Thames Basin Heaths. It also provides mitigation and outdoor space to compliment increases in residential development.     
    
The park has a formal car park with space for 40 cars including 6 disabled bays. There is an informal overflow car park which can only be opened in summer months. Subject to approval, an extension to the car park is being proposed.

Local competition is fairly low. There are cafes and restaurants in Fleet High Street, however this is a 10-minute drive away. The closest other concession is a Starbucks café opposite the Country Park; however, a busy A road (with no safe crossing area) would need to be negotiated to walk to it. Starbucks would unlikely pull visitors to the Country Park away from a concession on site, which is safer and easier to reach. In the same location, there is a fuel garage that has Costa Coffee machines. Again, it is felt this is unlikely to pose significant competition to a concession on site.

The majority of visitors to Bramshot Farm Country Park are dog walkers, however the site is also popular with families. From the 1st of May 2022 to the 1st of May 2023 the people counter at the main park entrance counted over 77,759 visitor movements.

Edenbrook Country Park

Edenbrook is a designated SANG, with plenty of surfaced paths and open space up to approximately 80 acres. Situated just off Hitches Lane to the west of Fleet Town Centre, it has two car parks, one main one next to Hart Leisure Centre with spaces for 75 cars and a smaller one at Pale Lane. There is a power point in one corner of the main car park.  An extension to the Country Park is currently being built and will be open to the public in 2022, adding a third car park.

It has circular walks of 2.6km. Features include a network of ditches, culverts and ponds designed to take floodwater away from the adjacent houses.

To the north of the site there is an existing ‘Active Area’ which features two mountain bike trails, a BMX pump track and a graffiti wall. In addition, Harts Green Garden is also located in this area, with a community garden run by Hart Voluntary Action, as well as allotment plots and an accessible composting toilet. Subject to approval this area may be developed further to increase visitor attractions, such as an extension to the bike track and skills area.

There is a Park Run on Saturday mornings.

Local competition again comes from Fleet High Street, which is also a 10-minute drive away from Edenbrook Country Park. There is a small café at Hart Leisure Centre which serves their customers, and which is adjacent to the site. However, a concession at this location will be placed in the Pale Lane car park, which is to the north of the site, away from the Leisure Centre. Its target audience will be dog walkers, visitors using the BMX pump track and mountain biking track, those using the community garden and the allotment plot holders. In this location it is an approximately 15-minute walk to the Leisure Centre café.

The site is also popular with dog walkers, families, joggers and cyclists. From the 1st of May 2022 to the 1st of May 2023 the people counter at the main park entrance counted over 81,000 visitor movements.

Whitewater Meadows

Whitewater Meadows is a SANG site in Hook. It has a network of pathways across meadows and is bordered on one side by the river Whitewater. It has a rural feel and is popular with dog walkers.

There is a new play area in the southeast corner, aimed at 0–14-year-olds, which attracts families.

Local competition comes from Hook Highstreet, which is few minutes' drive away, the Crooked Billet pub which neighbours the site on the far southeast edge and The Shack Café, which is on the other side of the busy A30. The Crooked Billet pub keeps public house opening times of 12 p.m. to 11 p.m. It is felt unlikely that people will cross the A30 on foot to use the Shack Café.

We currently do not have visitor number figures for this site.

APPENDIX C – License Agreement

****

Dated 2024

**HART DISTRICT COUNCIL (1)**

and

**[INSERT PARTY NAME] (2)**

**CONCESSIONS LICENCE**

premises known as

**[INSERT SITE ADDRESS]**

Shared Legal Services

Basingstoke and Deane Borough Council and Hart District Council

Civic Offices

London Road

Basingstoke

Hampshire

RG21 4AH

This licence is dated ……………………………….…………………………………………………

**PARTIES**

(1) **HART DISTRICT COUNCIL** of Civic Offices, Harlington Way, Fleet GU51 4AE **(Licensor)**

(2) **[INSERT NAME OF PARTY]** with Company Number [INSERT COMPANY NUMBER], whose registered address is at [INSERT ADDRESS] **(Licensee)**

**BACKGROUND**

1. The Licensor wishes to offer refreshment and concessions facilities at designated areas around the Hart District.
2. The Licensor will grant the Licensee the rights to operate a refreshment and concessions stand on the Land.
3. The aim of the refreshment and concessions stand will be to provide:
   * Hot and cold drinks and snacks;
   * Consideration for sustainability and waste & recycling;
   * Appeal to and cater for a family audience;
   * Be aesthetically appealing with a clear menu and price list on display; and
   * Support the council’s policies on health and wellbeing, inclusivity, and sustainability.

**AGREED TERMS**

1. **INTERPRETATION**

The following definitions and rules of interpretation apply in this licence.

* 1. Definitions:

**Annual Fee:** a fee in the amount of £[INSERT FEE AMOUNT HERE] per annum for the Licence Period and then as revised pursuant to this licence and Schedule 3.

**Common Parts:**  the main ground floor reception, shared staircases, toilets, stairwells, hallways, corridors, landings and lifts in the Building other than the Licenced Areas, and the part of the ground and first floors of the Building that is capable of being let and occupied, as designated from time to time by the Licensor more particular defined in the Lease.

**Competent Authority:**  any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Concessions Vehicle:** the mobile vehicle used by the Licensee to sell refreshment and concessions from.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**Default Interest Rate:** four percentage points above the Interest Rate.

**EIRs:** the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Food Safety Standards:** the responsibilities and framework for relating to food safety outlined in The Food Safety Act 1990.

**Health and Safety Standards:** the regulations and procedures intended to prevent accident or injury in workplaces or public environments outlined in The Health and Safety at Work etc. Act 1974.

**Interest Rate:** interest at the base lending rate from time to time of HSBC Plc, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Licensor.

**Land:** the area edged red on the Plan.

**Licence Area:** the area edged blue on the Plan.

**Licence Period:**  the period from and including ……………………………………….. and ending on, and including ………………………………………..

**Necessary Consents:**  all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Operating Hours:** the hours within which the Licensee if permitted to sell refreshment and concessions, beingbetween the hours of6:00AM to 9:00PM Monday to Sunday each week.

**Permitted Use:**  to sell refreshments and concessions including hot and cold drinks, ice cream, hot and cold snacks, sweets, crisps and confectionery in line with the Licensee’s tender proposals approved by the Licensor, and abiding by the requirements outlined in Schedule 2.

**Plan:**  the plan attached to this licence at Schedule 1 marked “Plan”.

**Regulated Activity:** in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

**Regulated Activity Provider:** shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

**Service Media:**  all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Third Party Insurance:** fully comprehensive employers' liability insurance, professional indemnity insurance, public liability insurance and any other appropriate insurance in relation to the works carried out under the Investigation in a sum not less than £10,000,000 for each and every claim arising as a result of the licence save that the level of professional indemnity insurance required to be maintained by the Consultant shall be in a sum not less than £5,000,000 for each and every claim.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

* 1. Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
  2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  3. The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
  4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  6. A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
  7. Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
  8. A reference to **writing** or **written** excludes fax and e-mail.
  9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
  10. References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
  11. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
  12. Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.
  13. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1. **LICENCE TO OCCUPY**

* 1. Subject to Clause 3 the Licensor permits the Licensee to occupy the Licence Area for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee) to use the Licence Area for the Permitted Use within the Operating Hours.
  2. The parties may agree to extend this licence beyond the Licence Period by a further 2 years (**the** **Extension Period**). If the Licensor wishes to extend this licence, it shall give the Licensee three (3) months' written notice of such intention before the expiry of the Licence Period.
  3. If either party gives such notice as described in clause 2.2, the other must confirm their agreement to the Extension Period within one (1) month of the notice date any in any case before the expiry of the Licence Period.
  4. If the parties do not wish to extend this licence beyond the Licence Period, this licence shall expire in accordance with Clause 5.
  5. If the Extension Period is engaged, the Annual Fee will be increased in accordance with the provisions of Schedule 3.
  6. The Licensee acknowledges that the exact location the Licensee is to occupy within the Licence Area shall be terminated by the Licensor upon discussion between both parties.
  7. The Licensee also acknowledges that:
     1. the Licensee shall occupy the Licence Area as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
     2. the Licensor retains control, possession and management of the Licence Area and the Licensee has no right to exclude the Licensor or all others authorised by the Licensor from the Licence Area;
     3. the Licensor shall be entitled at all times during the Licence Period to enter the Licence Area;
     4. the occupation granted by this licence is personal to the Licensee and is not assignable and the rights given in Clause 2 may only be exercised by the Licensee and its employees;
     5. without prejudice to its rights under this licence, the Licensor shall be entitled at any time on giving not less than 14 days’ notice to require the Licensee to transfer to alternative space elsewhere within the Land and the Licensee shall comply with such requirement; and
     6. the Licensor may permit other parties to occupy part or parts of the Licenced Areas for their own use upon giving 14 days` notice to the Licensee to vary the extent of the licensed area.

1. **LICENSEE’S OBLIGATIONS**

* 1. The Licensee agrees and undertakes:
     1. to keep the Licenced Areas clean, tidy and clear of rubbish;
     2. not to use the Licence Area other than for the Permitted Use;
     3. not to make any alteration or addition whatsoever to the Licence Area, other than as permitted under this licence in accordance with Clause 12;
     4. not to do or permit to be done on the Licence Area anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;
     5. not to cause or permit to be caused any damage to:

1. the Licence Area or any neighbouring property; or
2. any property of the owners or occupiers of the Licence Area or any neighbouring property;
   * 1. not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
     2. not to apply for any planning permission in respect of the Licence Area;
     3. not to do anything that will or might constitute a breach of any Necessary Consents affecting the Licence Area or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Licence Area from time to time;
     4. to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Licence Area;
     5. to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee’s use of the Licence Area and the Common Parts;
     6. to leave the Licence Area in a clean and tidy condition and to remove the Licensee’s furniture and goods in accordance with Clause 9 and with the avoidance of doubt the removal of all associated cabling from the Licence Area, as well as any signage installed at the end of the Licence Period;
     7. to indemnify the Licensor in accordance with Clause 16 and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

1. this licence;
2. any breach of the Licensee’s undertakings contained in Clause 3; and/or
3. the exercise of any rights given in Clause 2.
   1. The grant of this licence is made with the Licensee paying the following as fees to the Licensor:

(a) the Annual Fee and all VAT in respect of it;

(c) all interest payable under this licence; and

(d) any other sums due under this licence.

1. **CONCESSIONS VEHICLE**
   1. The Licensee will be permitted to park the Concessions Vehicle within the Licence Area and will not obstruct other users of the car park.
   2. The Licensee will not be permitted to run the engine of the Concessions Vehicle whilst stationary.
   3. The Licensee will observe a 5-mph speed limit and utilise hazard warning lights at all times while driving on the approach road and on the Land and will give way at all times to pedestrians.
   4. The Licensee will ensure that the Concessions Vehicle is roadworthy and fit for its purpose in every respect, does not cause a nuisance and is properly insured under the provisions of the road traffic acts proof of which the Licensor may require to be demonstrated if requested.
   5. The Licensee will keep their Concessions Vehicle in a presentable nature to the satisfaction of the Licensor.
   6. The Licensee will adhere to the designated approach path when accessing the Licence Area from the Land entry point, as shown in black bold on the Plan.
2. **TERMINATION**

* 1. This licence shall end on the earliest of:
     1. the end of the Licence Period;
     2. the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee’s obligations contained in Clause 3; or
     3. the expiry of not less than 30 days` notice given by the Licensor to the Licensee or by the Licensee to the Licensor.
  2. Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

1. **CLEANING AND LITTER**
   1. The Licensee will clean the Licence Area daily to meet Food Safety Standards and Health and Safety Standards and to the satisfaction of the Licensor.
   2. The Licensee will be responsible for supplying separate litter bins for general waste and recycling and the offsite daily disposal of all rubbish at the Licensees cost.
   3. The Licensee will ensure the area surrounding the Concessions Vehicle is kept free of litter by completing a daily litter pick covering at least 5 meters in each direction of the Concessions Vehicle.

* 1. The Licensee will use recyclable materials wherever possible, with a particular focus on reducing the use of plastic.
  2. The Licensee shall not put into general refuse any recyclable materials which are to be disposed of in appropriate recycling facilities.
  3. The Licensee will actively seek to reduce packaging used by suppliers and its own activities.
  4. The Licensor will inspect the Licence Area once per quarter to ensure the Licensees compliance with the provisions of this Clause 6.

1. **NOISE**
   1. The Licensee shall not be permitted to play music or public broadcasts on the Land and shall not cause disturbance or annoyance to any neighbouring use or activity.
   2. The Licensee shall ensure they use a satisfactorily silent generator when operating the Concessions Vehicle on the Licences Area, to reduce noise pollution, disturbance or annoyance to any neighbouring use or activity
2. **SIGNAGE**
   1. The Licensee not install any specific signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Licence Area without prior consent of the Licensor and without first providing an appropriate design proof document, including proposed installation locations.
   2. The Licensee not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Licenced Areas or elsewhere in the Building without the prior written consent of the Licensor.
   3. Any signage the Licensor allows to be installed under this licence shall be removed by the Licensee removed in any event before the end of the Licence Period.
3. **UTILITIES AND EQUIPMENT**
   1. If the Licensee so requires, the Licensee shall provide their own sources of water and power for their own use on the Licenced Area, as the Licensee will have no access to either of these utilities whilst on the Land.
   2. Any utilities used by the Licensee must be portable and must be removed from the Land daily before the end of Operating Hours.
   3. Any and all equipment required by the Licensee must be provided by the Licensee and removed from the Land daily before the end of Operating Hours, all at the Licensee’s own cost.
4. **MAKING GOOD**
   1. By the end of the Licence Period or on termination of the licence in accordance with Clause 5 whichever is the earlier, the Licensee agrees immediately to:
      1. remove all materials, plant, equipment and temporary structures from the Investigation Land and make good the Investigation Land and any part of the Property affected by the Investigation to the reasonable satisfaction of the Licensor;
      2. notify the Licensor of completion of the Investigation and making good so that the Licensor may inspect the Investigation Land and the Property.
5. **Prohibition of other dealings** 
   1. The Licensee shall not assign, underlet, charge, part with or share possession or share occupation of the Land.
   2. The licensee shall not permit any other person or operator to share or use the Land.

# Alterations

## The Licensee shall not make any alteration or addition to the Licence Area and shall not make any opening in any boundary structure of the Licence Area without prior written consent from the Licensor.

## The Licensee shall not install any Service Media on the Licence Area nor alter the route of any Service Media at the Land without prior written consent from the Licensor.

# Use

## The Licensee shall not use the Licence Area for any purpose other than the Permitted Use.

## The Licensee shall not use the Licence Area for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Licensor or any other owner or occupier of neighbouring property.

## The Licensee shall not overload any structural part of the Licence Area nor any machinery or equipment on the Land nor any Service Media at or serving the Land.

1. **NOTICES**

* 1. A written notice shall be delivered by hand or sent by pre-paid first class post or registered post. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
  2. Any notice or other communication given in accordance with Clause 14.1 will be deemed to have been received:

* 1. if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
  2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

* 1. A notice or other communication given under this licence shall not be validly given if sent by e-mail or fax.

* 1. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

1. **INSURANCE**
   1. The Licensor shall have and maintain the Third Party Insurance and procure that:
      1. all current premiums are paid and up to date;
      2. it does not do or permit to be done upon the Property anything which may render the policy or policies of insurance void or voidable and does not allow the Third Party Insurance to lapse; and
      3. satisfactory evidence is produced to the Licensor (when reasonably requested) that the Third Party Insurance is valid and subsisting and that all premiums due have been properly paid.
   2. The Licensee shall at its own cost insure all and any contents at the Licenced Areas.
   3. The Licensee shall reimburse the Licensor within ten Business Days of demand any increased or additional premiums incurred by reason of the grant to the Licensee of the rights conferred by this licence for the insurance of the Property in relation to contaminated land, consequential loss, third party or public liability as a result of this licence.
2. LICENSEE INDEMINTY
   1. The Licensee shall indemnify and keep indemnified the Licensor from and against all loss costs claims demands expenses actions proceedings damages and liabilities whatsoever arising as a result of the exercise of the rights under this licence:
      1. in respect of any injury to or death of any person resulting from any act or default of those exercising the licence or any of their respective servants, agents and sub-contractors; and
      2. in respect of any loss of or damage to any real or personal property (including any land and buildings roads footpaths service media and street furniture or any other compensation due to the Licensor arising from the Investigation together with any professional costs and expenses arising from the assessment of claims and compensation due to the Licensor).
   2. If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.
3. **NO WARRANTIES FOR USE OR CONDITION**

* 1. The Licensor gives no warranty that the Licence Area possesses the Necessary Consents for the Permitted Use.
  2. The Licensor gives no warranty that the Licence Area is physically fit for the purposes specified in Clause 2.
  3. The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in Clause 15.1 or Clause 15.2.

* 1. Nothing in this clause shall limit or exclude any liability for fraud.

1. **LIMITATION OF LICENSOR’S LIABILITY**

* 1. Subject to Clause 17.2, the Licensor is not liable for:

1. the death of, or injury to the Licensee, its employees, customers or invitees to the Licence Area; or
2. damage to any property of the Licensee or that of the Licensee’s employees, customers or other invitees to the Licence Area; or
3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee’s employees, customers or other invitees to the Licenced Areas in the exercise or purported exercise of the rights granted by Clause 2.

* 1. Nothing in Clause 18.1 shall limit or exclude the Licensor’s liability for:

1. death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
2. any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

1. **COMPLAINTS**

In the event that the either party receives any complaints in respect of the Licensee’s activities, then the Licensee will be required to respond promptly and within 5 working days to the Licensor regarding the complaint. If the Licensor deems any complaint justified the Licensee will be required to remedy the complaint to the Licensor’s satisfaction.

1. **Equality and Diversity**
   1. The Licensee shall comply with the requirements set out in the Equality Act 2010 and other relevant legislation, or any statutory modification or re-enactment thereof.
   2. The Licensee shall on request, provide the Licensor with details of such information as it may reasonably request from time to time for the purpose of monitoring compliance in relation to this licence.
2. **SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**
   1. The parties acknowledge that the Licensee is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this licence and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
   2. The Licensee shall:
3. ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
4. monitor the level and validity of the checks under this Clause 21.2 for each member of staff;
5. not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
   1. The Licensee warrants that at all times for the purposes of this licence it has no reason to believe that any person who is or will be employed or engaged by the Licensee in the provision of the Permitted Use is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder.
   2. The Licensee shall immediately notify the Licensor of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 20 have been met.
   3. The Licensee shall refer information about any person in the provision of the Permitted Use to the DBS where it removes permission for such person to carry out work in relation to the Permitted Use (or would have, if such person had not otherwise ceased in the provision of the Permitted Use) because, in its opinion, such person has harmed or poses a risk of harm to the service users, children or vulnerable adults.
6. **Freedom of Information** 
   1. The Licensee acknowledges that the Licensor is subject to the requirements of the FOIA and the EIRs. The Licensee shall:
7. provide all necessary assistance and cooperation as reasonably requested by the Licensor to enable the Council to comply with its obligations under the FOIA and EIRs;
8. transfer to the Licensor any Request For Information relating to this licence that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
9. provide the Council with a copy of all Information belonging to the Licensor requested in the Request For Information which is in its possession or control in the form that the Licensor requires within ten (10) Working Days (or such other period as the Licensor may reasonably specify) of the Licensor’s request for such Information; and
10. not respond directly to a Request For Information unless authorised in writing to do so by the Licensor. 
    1. The Licensee acknowledges that the Licensor may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Licensor. The Licensor shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
11. **DATA PROTECTION**

Both parties will comply with all applicable requirements of the Data Protection Legislation which may arise in connection with this agreement. This clause is in addition to, and does not relieve, remove or replace, a parties obligations under the Data Protection Legislation.

1. **DEFAULT INTEREST AND INTEREST**
   1. If any of the Annual Fee or any other money payable under this licence has not been paid by the date it is due, whether it has been formally demanded or not, the Licensee shall pay the Licensor interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.
   2. If the Licensor does not demand or accept any Annual Fee or other money due or tendered under this licence because the Licensor reasonably believes that the Licensee is in breach of any of the terms of this licence, then the Licensee shall, when that amount is accepted by the Licensor, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Licensor.
2. **COSTS**
   1. Each party shall bear their own costs in relation to the agreement of this licence.
   2. The Licensee must pay on demand any further reasonable costs and disbursements of the Licensor, its solicitors and surveyors incurred in connection with any reinstatement of the Licence Area or in making good any damage to any land or building plant or machinery (other than the Licenced Areas) which is caused by the Licensee.
   3. The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Licensor is able to recover that value added tax.
3. **VAT**
   1. All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
   2. Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.
4. **STATUTORY CONSENTS**

The Licensee will obtain and comply with all necessary statutory provisions and consents and regulatory requirements relating to this licence, including but not limited to the Concessions Vehicle, the Land and the Permitted Use.

1. **REGULATIONS**

The Licensee shall comply at all times with all relevant legislation, and regulations relating to the use of the Concessions Vehicle, the preparation and sale of food including the Food Safety (General Food Hygiene) Regulations 1995, the regulations, requirements and byelaws of Hart District Council relating to the Hart District area.

1. **THIRD PARTY RIGHTS**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

1. ENTIRE AGREEMENT
   1. This licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
2. VARIATION

No variation of this licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1. FORCE MAJEURE

Neither party shall be in breach of this licence nor liable for delay in performing, or failure to perform, any of its obligations under this licence if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for fourteen (14) days, the party not affected may terminate this licence by giving seven (7) days' written notice to the affected party.

1. SEVERANCE
   1. If any provision or part-provision of this licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
   2. If any provision or part-provision of this licence is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
2. **GOVERNING LAW**

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

1. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

**THE COMMON SEAL OF**

**HART DISTRICT COUNCIL**

was hereunto affixed and this

document thereby executed as a

Deed in the presence of:-

…………………………………..

Authorised Signatory

**EXECUTED AS A DEED** by

**[INSERT NAME OF PARTY]**

acting by a Director and a

Director / Secretary

………………………………….. …………………………………..

Director Name Director Signature

………………………………….. …………………………………..

Director / Secretary Name Director / Secretary Signature

**SCHEDULE 1**

**The Plan**

**SCHEDULE 2**

**Refreshment and Concession Requirements**

1. The Licensee is to operate in a responsible and sustainable manner, minimising their carbon footprint to help protect the environment and local sustainability in a variety of ways, by using locally sourced and produced foods or ingredients, using eco-friendly and biodegradable packaging, reducing the use of single use plastics, employing local people, and using Fairtrade products all where possible.

**SCHEDULE 3**

**Annual Fee Review**

1. Definitions

The following additional definitions apply in this Schedule.

1. Interest Rate: the base rate from time to time of HSBC Plc, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.
2. Review Date: [DATE] and every anniversary of that date.
3. RPI: the Retail Prices Index or any official index replacing it.
4. Shortfall Payment Date: the date the revised Annual Fee is calculated by the Landlord and notified to the Tenant.
5. Review of the Annual Rent
   1. Only if the Extension Period be engaged, the Annual Fee shall be reviewed on each Review Date pursuant to this Schedule.
   2. The Annual Fee for a Review Date shall be determined by increasing the Annual Fee by the average RPI interest rate from the quarter before the Review Date, only so long as revised Annual Fee payable is greater than the previous years fee.
   3. The Licensor shall calculate the revised Annual Fee payable and shall give the Licensee written notice as soon as it has been calculated.
6. Late review of Annual Rent

If the revised Annual Fee has not been determined pursuant to this Schedule on or before the relevant Review Date, the Licensee must:

* + 1. continue to pay the Annual Fee at the rate payable immediately before that Review Date; and
    2. on or before the Shortfall Payment Date, pay:
       1. the shortfall (if any) between the amount of Annual Fee that the Licensee has paid for the period from and including that Review Date and the amount of Annual Fee for that period that would have been payable had the revised Annual Rent been determined pursuant to this Schedule on or before that Review Date; and
       2. interest at the Interest Rate on that shortfall, that interest shall be calculated on a daily basis.

1. Time not of the essence

Time is not of the essence for the purposes of this Schedule.