

DATED

201\*

THE MAYOR AND BURGESSES  
OF THE LONDON BOROUGH OF CAMDEN

and

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LICENCE TO ENTER AND  
USE PREMISES BEING

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**T H I S L I C E N C E** is made the \* day of \* 201\*

**BETWEEN** the Licensor and the Licensee

## **1 PARTICULARS**

- (1) "the Licensor" means **the Mayor and Burgesses of the London Borough of Camden** of the Town Hall Judd Street London WC1H 9LP
- (2) "the Licensee" means \* *[name of Licensee, who must be either an individual or a corporate entity]* of/whose registered office is at *[address of the individual or the company's registered office]*
- (3) "the Premises" means that part of \* *[define the particular site - playground/park etc]* shown as a red rectangle to denote the particular site from which the Licensee will be permitted to trade on the attached plan
- (4) "the Site" *[name of the park or open space]*
- (5) "the Licence Period" means the period of \*\* years beginning on \*\* *[the commencement date of the licence]* and finishing on the date/month/year
- (6) "Permitted Hours" means the hours from 07:50 am to 30 minutes before the closing time on the days set out in the Standard Terms and Conditions
- (7) "the Licence Fee" means £\* quarterly exclusive of Value Added Tax and all other costs ("VAT") to be paid in accordance with clause 3.1 of this Licence

and to be reviewed in accordance with clause 4.3 of the Licence

- (8) "the Permitted Use" means the provision of a mobile catering concession only in accordance with the Standard Terms and Conditions
- (9) "Standard Terms and Conditions" means the terms and conditions set out in the Schedule to this Licence
- (10) "the Deposit" means one quarter of the Licence Fee payable annually to be held by the Licensor in accordance with the provisions of clause 5 of this Licence
- (11) "Quarters Days" means the 25<sup>th</sup> day of March the 24<sup>th</sup> Day of June the 29<sup>th</sup> day of September and the 25<sup>th</sup> day of December in each year
- (12) "Mobile Retail Unit" The vehicle to be used with a photograph of same and registration number to be provided with the tender document

## **2 Licence**

In consideration of the Licence Fee the Licensor permits the Licensee during the Licence Period to enter and use the Premises during the Permitted Hours for the Permitted Use upon the terms set out in this Licence

## **3 Licensee's undertakings**

The Licensee agrees with and undertakes to the Licensor:-

### **3.1 Licence Fee and accounts**

- 3.1.1 To pay to the Licensor the Licence Fee and any other monies quarterly in advance on the usual Quarter Days, the first payment to be made on the date of this Licence apportioned for the period from the date of the Licence to the day before the next Quarter Day
- 3.1.2 To provide the Licensor with detailed accounts of all sales made at the Premises every 12 months which account shall include all the Licensee's costs relating to such sales sufficient to show accurately all profits derived from the Licensee's use of the Premises
- 3.1.2 If the Licensee fails to pay the Licence Fee as specified in clause 3.1.1 the Licensor may:
- (i) terminate the licence
  - (ii) deny the Licensee access to the Premises until payment is made in full; and
  - (iii) charge the Licensee interest on the amount unpaid at the rate of 2% per annum above the National Westminster Bank Plc base rate from time to time until payment is made in full

### **3.2 Use of the Premises**

- 3.2.1 Not to use the Premises other than for the Permitted Use and not outside the Permitted Hours
- 3.2.2 Not to accumulate any rubbish upon the Premises and to provide adequate and suitable receptacles for the collection of refuse and recycling, and to enter into a commercial waste collection contract either with the Licensor or with a registered carrier of waste approved by the Environment Agency for the Licence Period and to produce to the Licensor on demand a copy of such contract
- 3.2.3 To comply in all respects with the Standard Terms and Conditions for the Permitted Use

### **3.3 Outgoings**

Throughout the continuance of this Licence to pay all outgoings payable in respect of the Licensee's use of the Premises including all utility charges (if any) which may be incurred by the Licensee and all taxes (if any) which may be payable by the Licensee for the Permitted Use

### **3.4 Compliance with legislation and regulations**

3.4.1 At all times during the Licence Period to comply with the requirements and provisions of all legislation including public health Acts and all regulations made under them and all bye-laws for the time being in force which are relevant to the Permitted Use and the Premises

3.4.2 Not to do any act or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or part any insurance effected in respect of the Premises from time to time by the Licensor

### **3.5 Insurance and indemnity**

3.5.1 To indemnify and keep indemnified the Licensor from and against all costs claims losses and proceedings arising directly or indirectly out of or in connection with or as a result of this Licence or the use of the Premises by the Licensee its employees agents or invitees

3.5.2 To take out and at all times maintain third party and public liability insurance in a minimum sum of £5 million to cover any liabilities which might attach to the Licensee or the Licensor in respect of the Licensee's use of the Premises at an insurance office to be approved by the Licensor and to produce to the Licensor such insurance policy and the receipt for the premium paid

3.5.3 To indemnify the Licensor against any claims made against the Licensor howsoever arising out of the Licensee's use of the Premises and to repay to the Licensor the amount of any increase in the insurance

premium for any insurance of any part of the Premises maintained by the Licensor which increase arises at any time from the Licensee's use of the Premises

### **3.6 Miscellaneous**

- 3.6.1 Not to impede in any way the Landlord its officers or agents in the exercise of its rights or possession and control of the Premises and every part of the Premises
- 3.6.2 On termination of this Licence to vacate the Premises and remove any goods articles or things which the Licensee may have kept or deposited there
- 3.6.3 Not to do any act or thing which may cause a nuisance disturbance or annoyance to the owners or occupiers of any properties neighbouring the site

## **4 PROVISOS**

The parties to this Licence agree that:-

### **4.1 Termination**

- 4.1.1 The Licensor may terminate this Licence with immediate effect on written notice if,-
  - (i) the Licensee defaults in payment of the Licence Fee or any other sums due under this Licence;
  - (ii) the Licensee ceases to carry on its business, becomes insolvent, goes into liquidation, a receiver or administrator is appointed or makes a voluntary arrangement;
  - (iii) the Licensee is in breach of this Licence

- 4.1.2 In the event of a breach by the Licensee of the terms of this Licence during the Licence Period, the Licensor shall be entitled to close the Mobile Retail Unit and to insist that it is promptly removed from the Premises.
- 4.1.3 The Licensor may also terminate this Licence at its discretion at any time by giving 28 days' written notice to the Licensee.
- 4.1.4 If the Licensor terminates the Licence under clause 4.1.1, the Licensee shall immediately pay the Licence Fee in full together with any costs incurred by the Licensor in excess of the Licence Fee.
- 4.1.5 If the Licensor terminates this Licence under clause 4.1.3 or in circumstances beyond the control of either party the Licensor shall refund the Licence Fee to the Licensee on a pro rata basis up to the date of termination together with any costs incurred by the Licensee in excess of the Licence Fee.
- 4.1.6 If the Licensee terminates the Licence at any time it shall pay the whole of the Licence Fee and any costs incurred by the Licensor in excess of the Licence Fee.
- 4.1.7 Termination of this Licence shall not affect any rights of the parties accrued to them up to the date of termination.
- 4.1.8 At the end of the Licence Period or upon earlier termination thereof the Licensee undertakes forthwith: -
- (i) to remove the Licensee's equipment and all stock glasses crockery cutlery and other items and property belonging to the Licensee from the Premises
  - (ii) to cease supplying the Services
  - (iii) to leave the Premises in a clean and tidy condition

## 4.2 Notices

Any notice to be given to the Licensee under this Licence shall be sufficiently served if sent by post to the Licensee at the Licensee's last known address or registered office and any notice to be given to the Licensor under this Licence shall be sufficiently served if sent by recorded delivery to the Chief Executive London Borough of Camden the Town Hall Judd Street London WC1H 9JE

## 4.3 Review of Licence Fee

4.3.1 In this clause the following words and expressions shall have the following meanings:

- (i) **"Index"** means the Retail Prices Index published by the Office for National Statistics or such other index as may from time to time be published in substitution thereof or if her Majesty's Government ceases to publish any Index or should there be any dispute as to the new index figure due to a substantial change in the compilation of the Index then the question as to the basis upon which the Licence Fee shall be reviewed shall be referred to determination by a single independent surveyor ("the Surveyor") to be agreed by both parties and failing such agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party who shall substitute an alternative index which in his opinion will replace the Index and will fairly increase the Licence Fee in a manner fairly comparable with movements of the Index

- (ii) **"Review Date"** means each anniversary of this Licence

4.3.2 On every Review Date the Licence Fee shall be increased by a percentage equivalent to the percentage increase in the Index for the period beginning from the last Review Date and ending on the last day



of the month prior to the relevant Review Date (hereinafter referred to as the "New Licence Fee") **PROVIDED THAT** if there is a percentage reduction in the Index for the period beginning from the last Review Date and ending on the last day of the month prior to the relevant Review Date the New Licence Fee shall nevertheless be the same as that determined on the last preceding Review Date

- 4.3.3 The Licence Fee shall not be due at the new rate until either an Agreement in writing showing the New Licence Fee has been signed by the Parties or the Surveyor agreed or appointed to determine the New Licence Fee gives written notice of his determination to both parties and in the event of the relevant year of the licence commencing before such Agreement or determination the Licence Fee shall continue to be paid at the old rate until the next payment date following such Agreement or determination when the Licensee shall pay any difference between the old Licence Fee and the new Licence Fee as well as the instalment due for payment under the new Licence Fee

#### 4.4 **Miscellaneous**

- 4.4.1 Any obligation in this Licence to pay money refers to a sum exclusive of VAT
- 4.4.2 This Licence is personal to the Licensee and is not capable of assignment Nothing in this Licence is intended to confer or shall be construed as conferring on the Licensee any tenancy or interest in land or any right to the exclusive use and possession of the Premises
- 4.4.3 Nothing in this Licence shall affect or prejudice the Licensor's rights power duties and obligations as a local authority or as owner of any other property
- 4.4.4 The Licensor gives no warranty that the Premises are legally or physically fit for the Permitted Use or for the Licensee's occupation

of the Premises and the Licensor shall not be liable for the death of or injury or damage to any property or for any losses claims demands action proceedings damages costs expenses or other liability incurred by the Licensee or any person exercising or purporting to exercise any of the permissions given by this Licence

- 4.4.5 The Licensor reserves the right to vary the Premises and to designate a different location for the Permitted Use. Any such variation and re-designation shall be notified to the Licensee in writing upon which the Premises shall be deemed to be so varied
- 4.4.6 On termination of this Licence the Licensor shall be under no obligation to find or provide any alternative accommodation for the Licensee.
- 4.4.7 Neither party shall be liable for any delay in performing or failing to perform any of the obligations under this Licence due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest, breakdown of plant, failure in supply of utility services, non-receipt of booking or other event beyond its reasonable control.
- 4.4.8 This Licence is the complete statement of the agreement between the parties and supersedes all previous communications.
- 4.4.9 If any part of this Licence is found by a court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Licence which will continue to be valid and enforceable to the fullest extent permitted by law.
- 4.4.10 Any variation of this Licence shall be unenforceable unless recorded in writing and signed by both parties.
- 4.4.11 All notices given by either party under this Licence shall be in writing and shall be delivered by hand or sent by registered post to the other party at its address set out in this Licence.

4.4.12 This Licence will be construed in accordance with and governed by the law of England and Wales.

4.4.13 Nothing herein contained shall prejudice or abridge any of the rights and powers for the time being vested in the Licensor as the Local Authority for the London Borough of Camden and that all rights and powers shall in regard to the Premises (or any part thereof) or the occupiers thereof be enforceable and exercisable by the said Licensor as fully and freely as if the Licensor were not the licensor herein

4.4.14 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999

## **5 DEPOSIT**

5.1 On the signing of this Licence the Licensee will pay to the Licensor the Deposit as security against any damage caused to the Premises or any other breaches of the terms of this Licence

5.2 On termination of this Licence if the Licensee has complied in full with the terms of this Licence the Licensor will return the Deposit to the Licensee without interest

5.3 If at any time the Licensee fails to comply in full with any of the terms of this Licence so that loss or damage is caused to the Premises or to the Licensor the Licensor shall be entitled to forfeit the Deposit or an appropriate proportion of it returning any balance to the Licensee without interest

5.4 Any forfeiture of the Deposit by the Licensor under sub- clause 5.3 above would be in addition to and without prejudice to any other rights or remedies that the Licensor may have against the Licensee under this Licence or otherwise

**IN WITNESS** whereof the parties have executed this instrument the day and year first before written

**THE SCHEDULE  
STANDARD TERMS AND CONDITIONS**

1. **Mobile vehicle for operation of the concession**
  - 1.1 The Mobile Retail Unit shall be a vehicle no wider than 2 metres; no longer than 4 metres; and no taller than 3 metres and must be the same as submitted with the tender for this Licence. Any change of vehicle must be approved by the Licensor
  - 1.2. The Premises are only to be used by the Mobile Retail Unit and not any other vehicle.
  - 1.3. The Mobile Retail Unit is only permitted to be located on the Premises as shown on the attached plan.
2. **The Permitted Hours**
  - 2.1 Are between 07:50 am and 30 minutes before the park closing times on all days when the park is open to the public and the Licensee shall ensure that no employee or customer of the Licensee remains on the Premises outside the Permitted Hours. The Licensee shall not leave any vehicle in the park when closed to the public. The table immediately below shows park closing times for 2019 but the Licensor reserves the right to vary the closing times for specific days provided that it first notifies the Licensee in writing of any such variation

**LONDON BOROUGH OF CAMDEN**

**THE OPENING TIME AS SET OUT IN THE BYE LAWS IS 07.30hrs.**  
**ST. PANCRAS GARDENS & RUSSELL SQUARE – 07.00hrs**

**PARKS AND OPEN SPACES**  
**CLOSING TIMES FOR 2019**

MONDAY	14 JANUARY 2019	16.30 HRS
MONDAY	04 FEBRUARY 2019	17.00 HRS
MONDAY	25 FEBRUARY 2019	17.30 HRS
MONDAY	11 MARCH 2019	18.00 HRS
MONDAY	25 MARCH 2019	18.30 HRS
<b>SUNDAY</b>	31 MARCH 2019	19.30 HRS – <b>BST Begins</b>
MONDAY	15 APRIL 2019	20.00 HRS
MONDAY	29 APRIL 2019	20.30 HRS
MONDAY	20 MAY 2019	21.00 HRS
MONDAY	03 JUNE 2019	21.30 HRS
MONDAY	15 JULY 2019	21.00 HRS
MONDAY	05 AUGUST 2019	20.30 HRS
MONDAY	19 AUGUST 2019	20.00 HRS
MONDAY	02 SEPTEMBER 2019	19.30 HRS
MONDAY	16 SEPTEMBER 2019	19.00 HRS
MONDAY	30 SEPTEMBER 2019	18.30 HRS
MONDAY	14 OCTOBER 2019	18.00 HRS
<b>SUNDAY</b>	27 OCTOBER 2019	17.00 HRS – <b>BST Ends</b>
MONDAY	04 NOVEMBER 2019	16.30 HRS
MONDAY	25 NOVEMBER 2019	16.00 HRS
MONDAY	13 JANUARY 2020	16.30 HRS

**THE WARREN CLOSSES AT 21.00 HRS**  
**RUSSELL SQUARE CLOSSES AT 22.00 HRS**  
**CANTELOWES SKATEPARK CLOSSES AT 21.00 HRS**

- 2.2. The Licensee will be permitted to operate the Mobile Retail Unit on every day when the Site is open to the public, and will not be permitted access to the facility when the park is closed to the public
- 2.3. The Licensor undertakes to use its reasonable endeavours to ensure that the Site is open to the Licensee by 07:50 hours each day but cannot guarantee this.
- 2.4. The times and dates shown in the table above are approximate and are subject to change and variability. The Licensor will not be liable to the Licensee for any loss incurred as a result of varied opening/closing hours.

3. **Access to the Premises**

Access to and from the Premises shall be over and across the roadway/pathway shown coloured blue on the attached plan and not otherwise

4. **Noise and emissions**

The Licensee will not be permitted to run engines on the Premises (quiet non petrol or diesel generators are permissible), create smells or odours that may cause a nuisance, or to play chimes, music or similar from the premises

5. **Quality and freshness**

Only fresh products fit for human consumption shall be sold at the Premises and the Licensor shall observe all applicable legislation and regulations relating to health and safety and fitness of products for consumption

6. **Operation of Mobile Retail Unit**

The Licensee

- 6.1 shall not sell alcohol from the premises
- 6.2. shall not display any signs or notices at the Premises without the prior written consent of the Licensor except for the Licensee's name, trading name and

address which shall be displayed on the Mobile Retail Unit throughout the Licence Period;

- 6.3 shall not encroach onto other parts of the Premises but to keep the Premises, all equipment, vehicles including any service counter and other things of whatever kind within the Premises, save that an awning may be erected which extends outside the Premises provided that the support for such awning is within the Premises, and the awning does not hinder any vehicular movement past the premises.
- 6.4. shall be responsible for the cost of any equipment or property of the Licensor which is damaged or lost by the Licensee, its employees, agents or sub-contractors or whilst in their possession, whether due to any act, default or neglect, save for fair wear and tear;
- 6.5. shall occupy the Premises only during the Licence Period, including assembling and dismantling time if any, and then promptly to vacate the Premises including removing all of its property, subject to contrary agreement by the Licensor;
- 6.6. shall not publish details of the Licensor in any literature or elsewhere without obtaining the prior written consent of the Licensor;
- 6.7 shall not provide any goods or services other than those stated on the price list annexed to this Licence, nor to provide any of the Services at prices other than those recorded on the list and shall not offer any goods or services without charge unless expressly stated on the price list
- 6.8. Shall display the price list annexed to this Licence at the Mobile Retail Unit throughout the Licence Period
- 6.9. Shall not supply goods or services which are not of a satisfactory standard as Defined by current legislation;
- 6.10. Shall protect the public from the Licensee's generators (if any)

- 6.11 shall use a funnel to fill generators and only do so when the generators are cold;
- 6.12 shall offer the permitted Use throughout the Permitted Hours;
- 6.13 shall not keep any vehicles on the Premises except the Mobile Retail Unit, except where expressly permitted;
- 6.14 shall bring onto the Premises only those persons who will work in the Mobile Retail Unit
- 6.15 Throughout the Permitted Hours shall ensure that all food handlers hold a suitable food handler's qualification;
- 6.16 shall provide and maintain suitable fire-fighting and first aid equipment at the Mobile Retail Unit and shall have evidence of gas and electrical inspections within the previous 12 months available for inspection;
- 6.17 shall have a suitable "Due Diligence" system at the Premises (available from M.O.C.A. (the Mobile and Outside Caterers Association))
- 6.18 shall comply with any preventative maintenance and hygiene regulations as might reasonably be imposed by the Licensor
- 6.19 shall not discharge into any of the pipes drains sewers or other conduits any oil grease fat or deleterious matter or any substance which might block, be or become a source of danger or injury to the drainage system.
- 6.20 shall not damage or make any additions or alterations whatsoever to the Premises or any part thereof and shall not to interfere with or alter the decoration of any part thereof the same being absolutely prohibited

**7. Tender Documents**

The Licensee will abide by its tender submission which will be appended to the licence.

**8. Price increase:**



The Licensee shall not be entitled at any time during the term to increase the price of any item or the prices of any items available on the menu (unless such increase shall be at a rate which is less than the annual rate of inflation) without first obtaining the agreement in writing of the Licensor to such increase in price(s) and the procedure for obtaining such approval shall be as follows: -

- 8.1 The Licensee shall submit to the Licensor in writing particulars of the increase in price(s) which it wishes to make to the items on the said menu ("the submission");
- 8.2 The Licensor shall then compare the increase in price(s) submitted by the Licensee against the price(s) for like items for sale on a takeaway service in takeaway outlets within a radius of a quarter of a mile of the Premises.
- 8.3 The Licensor shall compute the average of the prices, which it shall have found as a result of such comparison and the Licensor shall then either give its approval in writing for an increase in the price(s) to the lower of the average which it has computed or the increase in price submitted by the Licensee or shall withhold its approval because the average which it has computed is equal to or less than the price for the item(s) in respect of which the Licensee has made the submission prior to the submission being made by the Tenant
- 8.4 In the event that the Licensor shall give its approval the Licensee shall from the date of such approval be entitled to increase the price(s) for the item(s) in respect of which the Licensee has made the submission in accordance with such approval but not otherwise and in the event that the Licensor shall withhold its approval the Licensee shall not be entitled to increase the price(s) for the items in respect of which the licensee has made the submission and the price for such items shall continue to be the price charged for such items prior to the submission PROVIDED ALWAYS THAT the Licensor shall give or withhold its approval within one calendar month of the submission being made by the Licensee and in the event that the licensor shall fail to give or withhold approval within such period of one calendar month the Licensor shall be deemed to give its approval to such submission and the Licensee shall from the date of the expiry of

such period of one calendar month be entitled to increase the price(s) as if approval to such increase had been given by the Licensor.

SIGNED ON BEHALF OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
affixed by Order:- )

Duly Authorised Officer

SIGNED BY THE SAID )  
 )  
\*\* )  
in the presence of:- )

DATED

201\*

THE MAYOR AND BURGESSES  
OF THE LONDON BOROUGH OF CAMDEN

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LICENCE TO ENTER AND  
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Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Ref:  
Tel: 0207 974 4444