



**Northumberland**  
County Council

Dated \_\_\_\_ May 2018

**Northumberland County Council**

and

**A N Other Company**  
trading as  
**“A N Other Snacks”**

**Licence**

to trade from NCC Car Park  
Town  
in the County of Northumberland

**THIS LICENCE** is granted the \_\_\_\_ day of May 2018 by **Northumberland County Council** of County Hall, Morpeth, Northumberland, NE61 2EF (“the Council”) to **A N Other Company** of Address xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Northumberland, XXXX XXX trading as **“A N Other Snacks”** (“the Licensee”)

**WHEREAS**

- (1) The Council are the operators of the parking place situate at and known as **NCC Car Park, Town** in the County of Northumberland or such other name as the parking place may be given by the council from time to time (“the parking place”); and
- (2) The Licensee has requested that the Council grant a Licence to trade in the articles set out in Clause 2.4 from the parking place.

**IT IS AGREED as follows:**

**1 Grant**

- 1.1** In consideration of the Licence Fee set out in Clause 2.1 the Council grants to the Licensee the right to sell the goods and articles specified in Clause 2.4 in the parking place shown edged on the plan annexed to this licence for the period from **xx May 2018** until **31 March 2019** inclusive (unless determined at any earlier date as prescribed by Clause 3) from a vehicle or trailer to be stationed at such part of the parking place as the Council may specify from time to time.
- 1.2** The administrative county of Northumberland is an area to which Schedule 4 of the Local Government (Miscellaneous Provisions) Act 1982 (“the 1982 Act”) applies and the Council’s parking places are classed as “Consent Streets” for the purposes of the 1982 Act.
- 1.3** The Grant referred to in clause 1.1 above will only take effect for any period within which a Street Trading Consent has been issued by the Council and remains in force under the provisions of Schedule 4 of the

1982 Act.

- 1.4** If at any time a Street Trading Consent is terminated then the Licensee cannot rely on the Grant contained in this Licence to continue trading from the parking place and the Council may determine the Licence in accordance with the provisions of Clause 3 if the Licensee fails to obtain a further Street Trading Consent.

## **2 Conditions**

The conditions on which the Licence is granted are as follows:

### **2.1 Payments**

2.1.1 The Licensee shall pay to the Council within 30 days of an invoice being issued the following sums representing the Licence Fee:

- For the period xx May 2018 to 31 March 2019 the sum of £xxxx;

which sums shall be inclusive of Value Added Tax at the current rate.

2.1.2 An invoice will be raised within 14 days of the licence being granted for the period as listed in Clause 2.1.1.

2.1.3 There shall be no requirement upon the Council to refund any part of the Licence fee in the event of early determination of the Licence.

### **2.2 Use by other persons**

The Licensee shall not permit any person other than his employees to sell his goods and articles.

### **2.3 Disposal of refuse**

2.3.1 The Licensee must provide suitable receptacles for the deposit of refuse material and make suitable arrangements for the removal of such refuse each day from the parking place or make suitable arrangements for the safe storage and regular removal of such

refuse by a commercial refuse collection service at the Licensee's own expense.

2.3.2 The Licensee shall maintain the area around the vehicle or trailer in a clean and tidy condition and not allow the condition of the parking place to deteriorate as a result of the licensed activities.

## **2.4 Nature of trade**

The Licensee may sell the following goods:

**2.4.1 hot snacks;**

**2.4.2 confectionery;**

**2.4.3 soft drinks**

and the Licensee may not sell any other class of goods without the written consent of the Council.

## **2.5 Vehicles or trailers**

Trading in accordance with the terms of this Licence must take place only from a suitable vehicle or trailer which shall satisfy the requirements listed below.

The vehicle or trailer shall:

2.5.1 be mobile and remain fit to move at any time;

2.5.2 be maintained in a roadworthy condition;

2.5.3 be a single decked unit with a maximum height of 2.5 metres, a maximum length of 3.5 metres and a maximum depth of 2 metres (subject to approval by the Council);

2.5.4 be kept in a sound external condition and be kept clean;

2.5.5 permanently display the trader's name and contact details on the exterior of the vehicle or trailer;

2.5.6 clearly display a list of products for sale and prices during opening hours;

## **2.6 Nuisance etc.**

2.6.1 The Licensee must not do or permit to be done anything which in the opinion of the Council may be a nuisance or annoyance to any member of the public using the parking place or any neighbouring resident to the parking place or which may be detrimental to its efficient operation.

2.6.2 The Licensee shall not sound any chimes from the vehicle or trailer whilst in the parking place so as to attract custom.

2.6.3 The Licensee shall not broadcast any amplified music or sound from the vehicle or trailer so as to be audible to other users of the car park or residents in the vicinity of the parking place.

2.6.4 The Licensee shall not place any free-standing signs within or outside the parking place advertising the Licensee's business.

## **2.7 Conduct etc.**

2.7.1 The Licensee and employees of the Licensee shall behave in a good and courteous manner whilst at the parking place during the term of this Licence so as to behave courteously to users of the parking place, residents in the area and officers of the Council and to avoid causing any offence to such persons.

2.7.2 No smoking is permitted in the vehicle or trailer and appropriate signage to that effect must be clearly displayed.

2.7.3 The Licensee or an employee of the Licensee shall undertake a daily inspection of the site and report any defects or concerns to the Council as soon as possible but by no later than 7 days of such matters first being observed.

## **2.8 Inspection by Health Officers**

2.8.1 The Licensee will allow any duly authorised officer of the Council to carry out the necessary inspections in respect of the vehicle or trailer for the purpose of complying with any statutory requirement of environmental health and food safety legislation prior to the commencement of trading and at any time thereafter.

2.8.2 The Licensee shall obtain suitable Food Hygiene Certificates where appropriate and produce them for inspection upon demand.

## **2.9 Insurance**

2.9.1 The Licensee shall be responsible for insuring the vehicle or trailer and all other property of the Licensee and shall indemnify the Council against any loss that the Licensee might incur during the term of this Licence whilst his property is located at the parking place howsoever it may occur.

2.9.2 The Licensee shall hold public liability insurance for the duration of the term of this Licence for an amount of not less than £5,000,000.00 and shall produce a suitable certificate of insurance to the Council upon demand.

## **2.10 Street Trading Consents**

In the event of any discrepancy between conditions imposed by a Street Trading Consent as referred to in Clauses 1.3 and 1.4 and the conditions imposed in this Licence, the Street Trading Consent shall take precedence.

## **3 Determination**

3.1 This Licence shall absolutely cease and determine on **31 March 2019** and there shall be no guarantee or obligation on the part of the Council to grant a further licence to the Licensee under the same terms or similar terms as this Licence.

- 3.2** The vehicle or trailer must be removed by the close of business on the last day of the Licence.
- 3.3** In the event of failure to remove the vehicle or trailer by such date, the Council may do so itself and the Licensee shall be liable for the cost of the Council undertaking such steps and for any associated storage costs arising.
- 3.4** This Licence may be determined by the Council upon it giving twenty four hour's notice in writing to the Licensee of its intention to do so.

**4 Licence to be personal to the Licensee**

It is hereby agreed that this License is personal to the Licensee and the parties acknowledge that nothing in this License shall be construed as creating the relationship of landlord and tenant and that the Licensee may not assign the Licence to any other person.

**5 Indemnity**

The Licensee shall be liable for and indemnify the Council against all loss, damage, claims or demands which may arise from the use of the parking place by the Licensee whether for the activities authorised by this Licence or otherwise.

**6 No exclusive right of occupation**

The licensee shall station the vehicle or trailer used for the purposes of trading at such part of the parking place shown as an authorised officer of the Council may specify from time to time and the Licensee shall have no right of exclusive occupation of any part of the parking place for the duration of this Licence.

**7 No exclusive right to trade**

The grant of this Licence does not confer any exclusive right to trade from the parking place upon the Licensee and the Council may grant further

Licences to other traders during the term of this Licence as it sees fit.

**SIGNED** by **Ruth Bendell**  
Infrastructure Manager  
Duly Authorised Officer on behalf of  
**Northumberland County Council**

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**SIGNED** by **A N Other**  
**Licensee**

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