



# **License Agreement for a Catering Concession at an Event**

## **Guidance for Completion of the Licensing Agreement**

1. It is intended that on application for a 'pitch the event organiser' (herein after referred to as the Licensor) shall send out two copies of this agreement to the applicant (herein after referred to as the Licensee) clearly stating the final date for return.
2. One set of agreements should be issued per pitch.
3. The licensee then completes and submits the agreements and returns both copies to the Licensee with the required paperwork (see checklist below) and the pitch deposit.
4. The Licensor on receipt of both agreements acknowledges receipt of the same, returns any original paperwork to the Licensee and returns one signed copy of the agreement, the Licensor keeps one copy for his own records.

Type of Documentation	Original	Copy tick box	State why not available
	Yes / No	Yes / No	
	Yes / No	Yes / No	
	Yes / No	Yes / No	
	Yes / No	Yes / No	
	Yes / No	Yes / No	
	Yes / No	Yes / No	
	Yes / No	Yes / No	

Please return the agreements to:

Name

Address

This licensing agreement should be submitted to the above address by (insert final date for submission) incase of any queries please contact (insert name) on (insert Telephone numbers and email contact)



## Definitions

**Licensor** - the person or business with the authority to sublet designated trading pitches at an event.

**Licensee** - the person or business wishing to trade at an event as a subcontractor to the licensor.

**Licence Fee** - the amount payable from the licensee to the licensor hereinafter called the Pitch Fee.

**Licence Period** - the period of time that the licence applies to.

**Retail Outlet** - the trading unit of the Licensee.

**Premises** - the place where the event is being held.

**Pitch** - the area where the licensee can trade at the event by way of this license.

**The Services** - the goods or services offered for sale by the Licensee.

**The Deposit** – The amount to be paid to secure the Pitch prior to the full licence fee becoming payable.

**Compulsory Purchases** – Items that the licensor requires the licensee to buy from the licensor exclusively during the licence Period.

**The Event** – the name, type or description of the planned gathering or activity to which the licence fee applies.

**Opening Times** – the times at which the Licensee is allowed to trade during the licence period.

**Due Diligence System** – A suitable documented food safety and health & safety system.

## **IT IS AGREED as follows:-**

### 1. The Licensor's Responsibilities

1.1. The Licensor (in common with the Licensor and all others authorised by the Licensor so far as not inconsistent with the right given) and its employees, agents and sub-contractors and all persons duly authorised by it agrees to permit the Licensee by way of licence :-

- (a) to use the Pitch during the Licence Period to provide the Services as detailed in the Licence Agreement;
- (b) to use such other part of the premises as the Licensor shall designate to obtain access and egress from the Pitch.

1.2 The Licensor shall designate the location of the Pitch and any access to the Pitch.

1.3 Should the designated Pitch change at any time prior to the commencement of the event the Licensee must be notified as soon as reasonably practicable, and given the opportunity to withdraw from the event with the deposit returned in full or given the option of a pitch of equal stature and position. If the Pitch is not available due to circumstances beyond the control and at no fault of the of the Licensor i.e. extreme weather then the Licensee must be notified as soon as reasonably practicable.

1.4. The Licensor shall also supply any Additional Services set out in this Agreement.

1.5. Nothing contained in this Agreement whether express or implied shall grant to or confer on the Licensee any sole and exclusive selling rights on the Premises unless otherwise stated.

1.6. It is agreed between the parties that this Agreement constitutes a licence and confers no tenancy upon the Licensee subject to the rights created by this Agreement.

1.7. The Licensor warranties that the Premises and the Pitch are legally and physically fit for the provision of the Services and that adequate and suitable insurance has been obtained for the duration of the event.

1.8. The Licensor warranties that where express assurance has been made to the Licensee that they are the sole provider of a product or service that this will not change without express written agreement of both the Lisensor and the Licensee.

## **2. The Licensee's Responsibilities**

The Licensee agrees and undertakes:-

- 2.1. to pay the Deposit for the Pitch and the balance of the Licence Fee and any other monies due to the Licensor in accordance with the terms of this Agreement;
- 2.2. to provide and operate at his own expense the Retail Outlet, all equipment necessary for the efficient and safe running of such outlet and the provision of the specified Services;
- 2.3. at all times to observe and comply in all respects with the statutory or other requirements, rules, regulations and bye-laws (including those laid down by the local Environmental Health or other competent authority and those made by the Licensor for the management of the Premises) relating to the Retail Outlet and the use of it;
- 2.4. to be solely liable for and indemnify the Licensor against all loss, damage, claims or demands which may in any way arise either directly or indirectly out of the licence hereby granted and to secure the performance of this indemnity by entering into a policy of insurance to a minimum value of £5 million public, product and £10 million employers liability.
- 2.5. at any time during the Licence Period to permit the duly authorised officers of the Licensor to enter the Retail Outlet for the purpose of examining the conditions of it or for any other purpose deemed expedient by the Licensor;
- 2.6. not to do or allow anything to be done which in the opinion of the Licensor may be a nuisance, danger, damage or annoyance to or in any way Interfere with the Licensor, its servants and agents or the quiet comfort, safety and enjoyment of all persons rightfully using the premises;
- 2.7. not to use or allow anyone to use the Retail Outlet or any part of it for any purposes other than the provision of the Services during the continuance of this Agreement;
- 2.8. To keep the Pitch clean and tidy and clear of rubbish and to leave it in a clean and tidy condition and free of the Licensee's furniture, equipment, goods and chattel's at the end of the Licence Period;
- 2.9. not to obstruct any access ways or cause them to become dirty or untidy nor to leave any rubbish on them;
- 2.10. not to display any signs or notices at the Pitch without the prior written consent of the Licensor, except for the Licensee's name, trading name and address which shall be displayed at the Retail Unit throughout the Licence Period;
- 2.11. not to encroach onto other parts of the Premises but to keep the Retail Outlet, all equipment, vehicles including any service counter and other things of whatever kind within the Pitch, save that an awning may be erected which extends outside the Pitch provided that the support of such awning is within the Pitch;
- 2.12. to be responsible for the cost of any equipment or property of the Licensor and or their sub contractors 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;
- 2.13. not to assign any part of this Agreement to any third party without the consent in writing of the Licensor;
- 2.14. to occupy the Pitch only during the Licence Period, including assembling and dismantling time if any, and then promptly to vacate the Pitch including removal of all of its property, subject to contrary agreement by the Licensor;
- 2.15. not to publish details of the Licensor in any literature or elsewhere without obtaining the prior written consent of the Licensor;
- 2.16. not to provide any goods or services other than those stated on the menu annexed to this Agreement, and not to offer any goods or services without charge unless expressly stated on the list;
- 2.17. to display the price list shown in Annex 2 of this Agreement at the Retail Unit throughout the Licence Period;
- 2.18. not to supply goods or services which are not of a satisfactory standard as defined by current legislation;

2.19. to protect generators (if permitted by the Licensor) and /or LPG cylinders from public access and to store only that amount of LPG which is required to run the equipment and the same amount in reserve;

2.21. to offer the Services throughout the duration of the Opening Times;

2.22. not to keep any vehicles on the Pitch except the Retail unit, except where expressly permitted;

2.23. to bring onto the Premises only those persons who will work in the Retail Unit throughout the Opening Times and to ensure that all food handlers hold a suitable food handler's qualification;

2.24. The Retail Unit is to have suitable fire-fighting equipment and staff within the unit are to be adequately trained in the use of the same. In addition the Retail Unit is to have adequate and up to date first aid equipment.

2.25 All retailers are to have evidence of gas and electrical inspections within the previous 12 months available for inspection;

2.26 All retailers are to have suitable inclement weather provision in place especially with respect to kitchen hygiene, suitable flooring and clean footwear and are expected to maintain a high standard of cleanliness even where inclement weather conditions prevail.

2.27. to have a suitable up to date "Due Diligence" system at the Pitch available for inspection by the Licensee and or enforcement authorities at any reasonable time (available from NCASS).

2.28. to purchase any items listed as Compulsory Purchases in Annex 1.

2.29. Where there is a product agreement with sponsors for the event to only stock products listed in the sponsors agreement

2.30 The retailer and the licensor are to agree terms with regards to suitable delivery options during the duration of the event. Onsite deliveries may be restricted during the event or the licensor may choose to have deliveries only to a certain area on site at certain times during the event.

### **3. Payment Provisions**

3.1. The Licensee shall pay the Licence Fee as set out in the payment schedule

3.2. If the Agreement is made within 14 days of the start of the Licence Period, the whole of the Licence Fee shall be payable immediately.

3.3. If the Licensee fails to make any payment within the time specified in this Agreement, the Licensor may; -

- (a) cancel the Agreement; or
- (b) refuse to provide access to the Pitch and any Additional Services until payment is made in full; or
- (c) charge the Licensee interest on the amount unpaid at the rate of 2% per annum above the Bank of England base rate from time to time until payment in full is made.

### **4. Limitation of Liability**

4.1. If the Licensee has any complaints or is dissatisfied in any respect with any facilities provided by the Licensor or its employees, agents or sub-contractors which the Licensor can reasonably be expected to rectify at the Premises during the Licence Period, they shall immediately bring those to the Licensor's attention. The Licensor will use its best endeavours to rectify any problems as soon as reasonably practicable.

4.2. Any complaint which the Licensor could not reasonably be expected to have so rectified shall be notified to the Licensor in writing within 14 days of the end of the Licence Period.

4.3. The terms of this Agreement represent the whole agreement between the parties and, except where the Licensee is dealing as a consumer, all other warranties, conditions, terms, undertakings or representations of any kind, whether express or implied, statutory or otherwise relating to the provision of any goods or services under or in connection with the Agreement including (without limitation) as to the condition, quality, performance, merchantability or fitness for purpose of any goods or the standard of care used in the provision of services are hereby expressly excluded from the Agreement save for the

undertakings implied by statute in respect of title to any goods.

### **5. Cancellation**

- 5.1. The Licensor may cancel this Agreement with immediate effect on written notice if,-
  - (a) the Licensee defaults in payment of the Deposit, the Licence Fee or any other sums due under this agreement;
  - (b) the Licensee ceases to carry on its business, becomes insolvent, goes into liquidation, a receiver or administrator is appointed or makes a voluntary arrangement;
  - (c) the Licensee is in breach of this Agreement.
- 5.2. In the event of a breach by the Licensee of the terms of this Agreement during the Licence Period, the Licensor shall be entitled to close the Retail Unit and to insist that it is promptly removed from the premises.
- 5.3. The Licensor may also cancel this Agreement at its discretion at any time by giving 28 days' notice in writing to the Licensee
- 5.4. If the Licensor cancels the Agreement under clause 5.1, the Licensee shall pay or forfeit the Deposit and any costs incurred by the Licensor in excess of the Deposit.
- 5.5. If the Licensor cancels under clause 5.3 it shall refund all monies paid by the Licensee.
- 5.6. If the Licensor cancels the Agreement in circumstances beyond the control of either party, the Licensor shall return the monies paid by the Licensee less reasonable documented costs.
- 5.7. If the Licensee cancels the Agreement less than 28 days prior to the event it shall pay or forfeit the Deposit and any costs incurred by the Licensor in excess of the deposit. If the cancellation takes place within 14 days before the start of the Licence Period the Licensee shall pay the whole of the Licence Fee, less any cost savings made by the Licensor.
- 5.8 The Licensee may cancel this Agreement with no loss of deposit if made in writing giving at least 28 days notice prior to the commencement of the event.
- 5.9. Termination of this Agreement shall not affect any rights of the parties accrued to them up the date of termination.

### **6. Miscellaneous**

- 6.1. Neither party shall be liable for any delay in performing or failing to perform any of this obligations under this agreement 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.
- 6.2. This Agreement is the complete statement of the agreement between the parties and supersedes all previous communications.
- 6.3. If any part of this Agreement 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 Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.
- 6.4. Any variation of this Agreement shall be inapplicable unless recorded in writing and signed by both parties.
- 6.5. All notices given by either party under this agreement shall be in writing and shall be delivered by hand or sent by post to the other party at its address set out in this Agreement.
- 6.6. This Agreement will be construed in accordance with and governed by the law of England and Wales.
- 6.7. This agreement is subject to the details set out in Annex 1. and subsequent annex's

Signed by

Signed by:

Date: