

THIS LICENCE is made the

day of

20

BETWEEN PEAK DISTRICT NATIONAL PARK AUTHORITY of Aldern House, Baslow Road, Bakewell, in DE45 1AE ("The Authority") of the one part and [NAME] of [ADDRESS] ("The Licensee") of the other part.

WHEREAS

- 1) The Authority requires the provision of a service to the general public for the sale of light refreshments at as the site shown edged Blue on the attached plan ("the Site") and situated within the [NAME] car park ("the Car Park") shown edged Red on the plan.
- 2) The Authority has agreed to grant to the Licensee the right to provide such a service for the sale of light refreshments at the Site on the following terms and conditions.

NOW THIS LICENCE WITNESSES as follows:

1. In consideration of the sum of £ (Pounds) ("the Licence Fee") paid by the Licensee to the Authority and the undertakings on the Licensee's part set out in this licence the Authority grants to the Licensee licence to park one mobile van ("the Van") on the Site and to sell from the Van light refreshments as provided in this licence ("the Service"), during the hours of daylight only from 1/4/22 to 31/03/23 inclusive ("the Term") on the terms and subject to termination as set out below. The Term may be extended by agreement between the parties for up to two years, subject to satisfactory performance by the Licensee and subject to agreeing new financial and trading terms with the Authority.
2. In consideration of this licence THE LICENSEE AGREES AND UNDERTAKES with the Authority as follows:
 - 2.1. That at any given time during the Term the Licensee shall not allow or permit more than 1 (one) mobile van within the Site.
 - 2.2. To sell refreshments only of the nature of:
 - 2.2.1. Non-alcoholic drinks and beverages
 - 2.2.2. Non-cooked foods such as ice cream, sandwiches, cakes, biscuits, sweets, etc
 - 2.2.3. Pre-cooked foods such as pies, pasties, etc that can be re-heated.
 - 2.3. Not to permit food to be cooked on the site without the prior written permission of the Authority.
 - 2.4. All food that is freshly prepared is to be served at the correct temperature with all preparation protocols followed clearly at all times.
 - 2.5. Not to permit or allow at any time the sale of intoxicating liquor or tobacco products.
 - 2.6. To use the Site only for the parking of the Van for the sale of light refreshments in accordance with this Licence and for no other purpose whatsoever.
 - 2.7. To pay the Licence Fee on the signing of this licence (without deduction or set off whatsoever) whether the same has been formally demanded or not.
 - 2.8. Not to permit or suffer anything to be done on the Site or on any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Authority or the occupiers of any neighbouring property or to the general public.
 - 2.9. To provide insurance for the following:
 - 2.9.1. death or personal injury of staff and employees of the Licensee employed to work in the Van and engaged in their duties at the time
 - 2.9.2. public liability
 - 2.9.3. the Licensee's and its staff's own stock, fittings, and belongings normally kept within the van

(in the sum of at least £10,000,000 in respect of 2.9.1 and 2.9.2 above) and to indemnify the Authority against any claims of whatever nature by any person arising in any way from this Licence. Further, the Licensee shall produce the policy or policies of insurance to the Authority on demand together with receipts for payment of all premiums.

- 2.10. Not to do or permit any act or thing which would or might constitute a breach of any statutory requirement affecting the Site or the Van or which would or might vitiate in whole or in part any insurance effected in respect of the Car Park, the Site or the Van or the use of the same.
- 2.11. To provide sufficient and competent staff to work the Van at all times it is on the Site, at least one of whom should hold the basic Food Hygiene Certificate, and to produce a copy of this Certificate to the Authority. Further, to ensure that any employee under the age of 16 is properly and adequately supervised at all times.
- 2.12. Not to erect or display on the Site any advertising signs or notices of any kind, except those permitted by clause 3.36 below, or approved or provided by the Authority.
- 2.13. To remove the Van from the Site at the end of each and every trading day, leaving the Site in a clean and tidy condition.
- 2.14. To remove the Van from the Site on the expiration or sooner determination of this Licence and to leave the Site in a clean and tidy condition in accordance with the undertakings on the part of the Licensee.
- 2.15. To pay all outgoings in respect of the Site as a result of this licence.
- 2.16. At all times to comply with the reasonable regulations of the Authority.
- 2.17. To comply with all Operating Guidelines and Standards set out in clause 3 below.

3. Operating Guidelines and Standards

The guidelines and standards below will be used to assess the performance of the Licensee. Failure to perform may result in the licence being terminated.

Legislation

- 3.1. To register the Van as a food business with the local authority and at all times to fully comply with all by-laws, regulations and other requirements of the local authority or any other competent authority or statutory body (including Food Hygiene, Trading Standards, Health and Safety, etc).
- 3.2. On demand to have the Van inspected by the Environmental Health Officer of the District Council and to comply with all the Officer's requirements and to produce a letter from the Officer to the Authority advising that the Van has been so inspected and all requirements have been fulfilled.
- 3.3. At all times to comply with all statutes, statutory instruments and byelaws in force.
- 3.4. To comply in all respects with relevant Food Safety Regulations and to ensure that the Licensee's business complies with the law. The Main food LAWS that apply are:
 - The Food Safety Act 1990 (as amended)
 - The General Food Law Regulations (EC) 178/2002
 - The Food Regulations 2004 (as amended)
 - Food Premises (Registration) Regulations 1991.
 - http://www.opsi.gov.uk/si/si1991/uksi_19912825_en_1.htm
 - Regulation (EC) No. 852/2004 on the hygiene of foodstuffs The Food Hygiene (England) Regulations 2006 (as amended)
 - Operators are also expected to be aware of two essential Food Standard Agency resources:
"Safer food, better business for caterers" - www.food.gov.uk/foodindustry/regulation/hygleg/hyglegresources/sfbb/sfbbcaterers/
Food Hygiene Guide for Businesses - www.food.gov.uk/food-safety

Trading Times

- 3.5. To provide the Service to the public on a regular basis and as a guideline at the following times:
Easter to 31 October 10:30 am - 5:00pm on weekends, Bank Holidays and on weekdays where members of the public could reasonably expect a service to be provided. 31 October to Easter - at the discretion of the Licensee and with regard to the above.

Condition of Van and Equipment

- 3.6. At all times to keep the Van in a good and substantial state of repair and appearance, visually well presented, in a clean and tidy order that is to the satisfaction of the Authority.
- 3.7. The Van must be specifically constructed or professionally adapted for purpose.
- 3.8. Marquees and similar structures are not permitted.
- 3.9. Gazebos and similar extensions to the Van are not permitted.
- 3.10. All food preparation facilities, cooking areas and washing up facilities must be enclosed within the Van.
- 3.11. A clean, easily accessible and well-stocked area for sugar, napkins, salt/pepper, ketchups etc must be provided if appropriate.

Vehicle Movements

- 3.12. Speed restrictions on roads and driveways to the Site are to be observed - Max speed 5mph off road.

Electrical Power

- 3.13. Licensee own generators are not permitted on the Site.
- 3.14. Where agreed with the Authority by prior arrangement, all cooking should be powered by LPG.
- 3.15. Where the Van is connected to the Authority's electricity supply the Licensee shall pay the proportionate cost of electrical supply indicated as having been used on the sub-meter installed on the Authority's premises.

LPG

- 3.16. Gas fixtures and systems must have been certified by a competent person who is gas safety registered for LPG appliances.
- 3.17. Cylinders should be fitted with pressure relief valves and an emergency shut off valve.
- 3.18. All gas appliances must be installed and regularly serviced/maintained by a competent person. The Licensee must be familiar with operating the appliance and have plans of how to deal with problems such as leaks or a fire break out.
- 3.19. The Licensee must carry out a fire risk assessment.
- 3.20. LPG cylinders should be fitted with automatic cut-off valves and be protected from tampering.
- 3.21. All gas appliances must be fitted with a flame failure device and adequately ventilated.

Water

- 3.22. Water is not available at all sites. The Licensee must provide a suitably sterilised catering grade hose to connect with any supply available.

Refuse and Litter

- 3.23. To provide at all times sufficient refuse bins at and near the Site and to arrange for the regular removal and emptying of the same including keeping a continual check on litter generated by customers and ensuring that any such litter is picked up.
- 3.24. At all times to keep the Van, the Site and immediate surrounds in a clean and tidy condition free from all refuse and litter.
- 3.25. Waste fats and oils must be stored in suitably lidded containers and not poured on the ground.

Environmental Policy and Sustainability

- 3.26. The Licensee is to be aware of the Authority's Environmental Policy, available at https://www.peakdistrict.gov.uk/_data/assets/pdf_file/0006/78441/environmental-management-policy.pdf and be prepared to help the Authority to meet it, including any new initiatives as and when introduced.
- 3.27. The Licensee shall record and provide information if requested by the Authority in regards to an Environmental audit, relating to for example supplier chain, packaging, waste recycling and staff travel.
- 3.28. Throughout the Term the Licensee shall make all reasonable endeavours to reduce any negative impact on the environment caused by the Service.
- 3.29. The Licensee shall minimize the amount and type of waste it produces from the Service and shall recycle waste wherever possible.
- 3.30. The Authority is committed to supporting the local economy and therefore wherever possible and within price restrictions, the Licensee shall use and promote its use of locally sourced, seasonal, Fair Trade produce and organic produce.

Packaging

- 3.31. The Licensee must ensure food items are served to the customer in/on cardboard/paper plates trays with napkins.
- 3.32. Wooden disposable cutlery must be provided if necessary, plastic disposable cutlery is not acceptable.
- 3.33. Biodegradable food packaging and cutlery must be used. No plastic bags.

Fire Extinguishers

- 3.34. The Licensee must provide in-date firefighting equipment (minimum one 4kg dry powder extinguisher and one fire blanket).

Weather

- 3.35. Food operations can be affected within remote rural sites by both wet weather and extreme heat. The Licensee must have adequate contingencies for extreme weather.

Menus and Pricing

- 3.36. The Licensee must display a list of prices of all items of food and drink available throughout the sales period clearly and prominently so as to be visible to customers.
- 3.37. Any pictures used must be representative of the food available to purchase.
- 3.38. Details of ingredients and allergy advice must be available for customers and clearly displayed at the Van at all times during the Term.

Accessibility

- 3.39. The Licensee shall make appropriate provision for serving disabled customers including wheelchair users.

Hand Washing facilities

- 3.40. The Licensee shall provide facilities for staff to wash their hands with warm water. This must be separate from the supply of water for making beverages.

Food Safety, Hygiene and Cross Contamination

- 3.41. The provision of the Services shall comply in all respects with relevant Food Safety Regulations - see clause 3.4 above.
- 3.42. The Licensee shall ensure that food safety management procedures and up-to-date documents and records are maintained and are in place for inspection.

Documentation

- 3.43. The following documentation must be provided to the Authority on request:
- Final menus with prices
 - Proof of Local Authority Registration
 - Up-to-date copies of Public Liability insurance certificate (minimum £10,000,000) and employers' liability insurance certificate (minimum £10,000,000).
 - Gas safety certificate for all gas appliances from an approved Gas Safe contractor.
 - Health & Safety policy
 - Up-to-date Food Hygiene Certificate

The Licensee is required to review documentation regularly and also when changing any practice.

4. THE AUTHORITY AGREES AND UNDERTAKES WITH THE LICENSEE:

That it will not grant another licence for the sale of light refreshments to any person body or corporation for the Site during the continuation of this licence.

5. THE PARTIES AGREE AS FOLLOWS:

5.1. The Licensee acknowledges that:

- (a) the Licensee shall occupy the Site as a licensee and that no relationship of landlord and tenant is created between the Authority and the Licensee by this licence;
- (b) the Authority retains control, possession and management of the Site and the Licensee has no right to exclude the Authority from the Site;
- (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in Clause 1 may only be exercised by the Licensee and its employees; and
- (d) without prejudice to its rights under Clause 5.3, the Authority shall be entitled at any time on giving not less than three days' notice to require the Licensee to transfer to comparable space elsewhere within the Car Park and the Licensee shall comply with such requirement.

5.2. The Authority will during the continuance of this licence take reasonable steps within its statutory powers to prevent unauthorised trading vans from operating at or near the Site.

5.3. If the Licensee shall at any time after the date of this licence be in breach of any of its obligations in this licence or becomes insolvent then the Authority shall be at liberty to serve notice in writing on the Licensee determining this licence with immediate effect from the date of the serving of such notice and this licence

shall immediately cease and determine but without prejudice to any rights of the Authority against the Licensee in respect of any antecedent claim or breach.

- 5.4. The Authority may at any time during the continuance of this licence make a charge for the parking of vehicles upon the Site and may erect any signs as are necessary to advise the public that payment must be made for the parking of vehicles. In the event of such a charge being made the terms of this licence shall remain in full force and effect.
- 5.5. In accordance with the provisions of the Money Laundering Regulations 2003 it is the policy of the Authority not to accept cash transactions over £1,000.
- 5.6. Monitoring of compliance with the licence and standards will be undertaken throughout the Term. Monitoring will include:
 - The operating guidelines and standards detailed above as the basis for monitoring by the Authority and the Licensee to establish compliance with the licence
 - Meetings will take place mid-year with the Authorised Officer, Outreach Ranger and Licensee being present.
 - Feedback and comments will be monitored and actioned as appropriate from the following:
 - Responsible Authorities (including Environmental Health, Health and Safety)
 - Visitor comments received via email, phone, letter, Authority website or social media
 - National Park Authority Officers and Staff
 - Other
- 5.7. The Licensee will liaise with the Authority regarding provision for special events and activities taking place on the trails.
- 5.8. The Authority will share with the Licensee relevant visitor data such as trail usage numbers and assist with visitor profiling and service standards/development.
- 5.9. Only Publications, leaflets, maps, badges, etc. supplied by the Authority may be sold and the Licensee will be required to sell these items on a sale or return basis on behalf of the Authority

SIGNED by an authorised signatory on behalf of the Peak District National Park Authority

Signature_____

Name (Print)_____

Signed by the Licensee ()

Signature_____

Name (Print)_____

Address_____
