

Schedule 3

Headline Terms

Isambard House Café – Licence to operate

Purpose

A licence to operate a café, waiting room and Accessible toilet providing a toilet and baby change facility at Isambard House, Saltash railway station which is owned and maintained by Saltash Town Council. See Schedule 4 – Plan of Premises Red highlighted area.

Parties

1. Saltash Town Council, The Guildhall, Lower Fore Street, Saltash, Cornwall PL12 6JX (The Town Council)
2. TBC (The Concessionaire)

Agreement

The Council to maintain the premises to a reasonable standard and to be responsible for the maintenance of the fabric of the building and any fixtures which become its responsibility. Any equipment provided by the Town Council will remain its property at the end of the licence.

The Concessionaire to maintain the café, kitchen, toilet and surrounding area, including outside furniture in a clean, tidy and safe state and to provide a café refreshment service with due regard to high standards of national and local health and environmental policies and practices.

The Town Council to retain ownership of the building and to be responsible for maintenance of the fabric of the building. The Town Council reserve the right to use the waiting room (or hirers of the Town Council) whilst not being used by the Concessionaire. The Concessionaire to run the café under licence and maintain the toilets for use by the public during opening hours. The Concessionaire will be required to always allow access to members of the public / service users through the waiting room to the accessible toilet, which must be available to all building users.

Provision of right of use of the Café is permitted only under the terms of the licence and a does not confer ownership or access rights beyond what is permitted through the licence.

The Concessionaire has a minimum of one car park space and is permitted to store bins in the car park. The Concessionaire is to consider its own storage masterplan outside of the space provided for the Town Council's consideration.

Responsibilities of The Concessionaire

- To maintain the café and toilets in a clean and safe condition and to provide a catering service with due regard to high standards of cleanliness, health and environmental policies and practices.
- To maintain furniture and equipment on the site in a clean, safe and fit condition.
- To commit to achieving a 5-star food hygiene assessment or similar accreditation within 12 months of the commencement of this agreement.
- Not to make any alterations or additions whatsoever to the site or premises without the express written consent of the Town Council.
- To install suitable fixtures and fittings, kitchen and catering equipment to operate the café.
- To undertake day to day maintenance of the premises and to co-operate with the Town Council to enable it to inspect the premises from time to time and to perform its responsibilities under the licence.
- To be responsible for legionella testing, electrical testing, compliance with fire regulations and environmental health regulations, providing the Town Council with the appropriate certification.
- To provide consumables and cleaning materials for the café, waiting room and toilet.
- To open the toilets and waiting room to the public during core opening hours and to maintain them in a clean, safe and operational condition.
- To manage waste and its disposal in accordance with legal and good practice guidance, with a particular focus on resourceful recycling of waste.
- Not to display any advertisement, sign boards, name plate, inscription, flag, banner, placard, poster or signs or notices at the site other than those required to promote the café without the consent of the Town Council.
- Not to do or permit to be done on the site anything that is illegal, or which may be or may become a nuisance.
- Maintain adequate employers and public liability insurance cover (minimum [£10m]) and insure against all risks arising in connection with the operation of the facility by the Concessionaire.
- To insure the contents of the building as the concessionaire sees fit.

- To pay the licence fee to the Town Council on the 1st June each year in accordance with the agreement.
- The Concessionaire shall be responsible for reporting any defects in relation to the premises that may affect their ability to effectively fulfil the requirements of the Concession to the Town Council. Any reports should be made within 3 working days of this coming to the attention of the Concessionaire. If the defect presents a danger or Health and Safety concern, then this shall be reported at the first available opportunity.
- The Concessionaire shall work with the Town Council in a partnered manner that supports the overall appearance of the Isambard House and surrounding area so that it remains clean, tidy and free from antisocial behaviour as far as reasonable.
- The Concessionaire will be responsible for all taxes, rates and utilities costs (as agreed with the Town Council) in connection with the running of the facility.
- The concessionaire is not permitted to sell alcohol, tobacco, lottery tickets or permit other forms of gambling at the premises.

The Town Council's responsibilities

- To keep the premises, in a good order and safe condition suitable for use by the public.
- To insure the building and such fixtures as it should see fit.
- To be responsible for maintaining the fabric of the building and any fixtures or fittings which are deemed to be the responsibility of the Town Council (as agreed by both parties).

Variations to this Agreement

Variations to this agreement are permitted in agreement with both parties and to be recorded in writing and signed by each party.

Termination

To allow the agreement to be terminated upon six months' written notice by either party.

Service Charge

The Concessionaire to pay the Town Council the agreed sum as set out as part of their bid proposal of [£xxxx] per annum payable on the 1st June each year (or quarterly June, September, December and March) to be reviewed each April in line with changes to the RPI and/or changes in service requirements.

Review Periods / Open Book Accounting

Six months ahead of end of year will see annual review periods introduced. Agreement to extend beyond year 3 will be subject to review of overall performance of the Concessionaire and an assessment of return based on Operating Profit. The Town Council in conjunction with the Concessionaire will review the potential for commercial payback to the Town Council at end of year three based on Operating Profit.

To assist the discussions the Concessionaire would be required to provide the accounts for the concession operations on the basis of an Open Book Accounting basis.

Commencement

The agreement to commence on the [(Date TBC)].

Term

Three years from the commencement date (option to extend annually for further 4 years with the Council's approval).

Hours of Operation

To support the provision of access to the Accessible toilet providing a toilet and baby change facility and waiting room the Town Council would require minimum hours of access based on the following:

- Monday to Friday 07:15 hours to 14:00 hours

Beyond this the overall the opening times for the Concession will be based on the Concessionaires bid proposal in order to make optimum commercial opportunity but will only be permitted seven days per week between the hours of 06:30 hours to 22:00 hours.

The Town Council is willing to work with the Concessionaire to review the opening hours after 6 months and 12 months of commencement of the agreement to maximise benefits from the concession and avoidance of unnecessary opening where return does not match resource inputs.