

EPPING FOREST
REFRESHMENT CONCESSION LICENCE
DRAFT HEADS OF TERMS

- Licensor** (1) The Mayor and Commonalty and Citizens of The City of London.
- Licensee** (2) [to be confirmed]
- Site** (3) Pillow Mounds, Manor Road, High Beach, Loughton, Epping Forest, Essex.
- (4) This consent is to trade only on the location specified on the attached plans to your Licence or at the direction of the Superintendent of Epping Forest.
- Term** (5) 1st May 2025 – 1st March 2027.
- Rent** (6) The Fixed Rent is to be exclusive of all other outgoings and is [to be confirmed] per annum, exclusive of all other outgoings.
- (7) The rent shall be paid from the commencement date until the 23rd June 2025 and thereafter by equal quarterly instalments in advance on 25 March, 24 June, 29 September and 25 December in each Financial Year.
- Rent Deposit** (8) The Licensee shall provide a rent deposit sum equal to 6 months of the Fixed Rent.
- Alienation** (9) The Licensee shall not assign or underlet the Site nor permit any other person or operator to share or use the Site.
- Alterations** (10) The Licensee shall not undertake alterations to the Site, without prior written consent from the Superintendent of Epping Forest.
- Complaints** (11) In the event that the City receives any complaints in respect of the service provided then the Licensee will be required to respond promptly and if the City deems any complaint justified the Licensee will be required to remedy to the City's satisfaction.
- Costs** (12) Each side is to bear its costs.
- Determination** (13) The Licence may be determined at any time by either party upon three months prior written notice.
- (14) The Licensor shall have the right to determine the Licence at any time in the event there is a breach of the Licensee covenants.
- (15) The Licence may be determined by the Licensor at any time without prior notice if it appears that the Licensee is not taking an active and significant role in the operation of the Site.
- Exclusivity** (16) The grant of a License will not confer an exclusive right upon the Licensee to sell ice cream upon any part of Epping Forest.
- Hours of Service** (17) The Licensee will be required to provide refreshment facilities between the hours of 1000hrs and 1400hrs, 52 weeks a year, on 7 days of the week. In inclement weather the Licensee may apply to the Superintendent of Epping Forest or his/her nominated representative for permission to not trade for the day. The decision of the Superintendent shall be final. The Licensee may operate for longer periods at the discretion and direction of the Superintendent of Epping Forest. In adverse weather, the Superintendent may, at its sole discretion, close Epping Forest for safety reasons. In such an event the Licensee will cease trading and remove the Vehicle from the Site. The Licensee shall not be entitled to compensation or rent reduction due to closure for adverse weather conditions.
- Refreshments** (18) The Licensee shall be permitted to sell hot drinks, cold drinks, savoury snacks, sweets, crisps and confectionery. Note ice cream sales are not permitted.

Additional items should not be sold without prior written consent from the Superintendent of Epping Forest.

- (19) The Licensee will offer good quality products together with a standard of service to the satisfaction of the City in all respects.
- Indemnity** (20) The Licensee will keep the City indemnified against all claims arising from the supply of refreshments by the Licensee.
- Insurance** (21) The Licensee will provide adequate proof of public liability insurance to the minimum of £5million per incident and from an authorised insurer.
(22) The Licensee will provide adequate proof of employer's liability insurance to the minimum of £5million per incident and from an authorised insurer.
- Staffing** (23) The Licensee will pay all staff the minimum of the London Living Wage through a regulated payroll system and checks for the right to work in the UK should be made by the Licensee.
- Cleaning** (24) The Licensee shall clean the Site daily to meet Food Safety and Health and Safety Standards and customer satisfaction levels.
- Litter** (25) The Licensee will be responsible for supplying separate litter bins for general waste and recycling and the offsite daily disposal of all rubbish at the Licensees cost.
(26) The Licensee will endeavour to sell refreshments that contain no or limited packaging (in particular plastics) to reduce the environmental impact of the service and reduce littering within Epping Forest.
(27) The Licensee will ensure the area surrounding the Vehicle is kept free of litter by completing a daily litter pick covering at least 10 meters in each direction of the Vehicle.
(28) The Licensee will use recyclable materials wherever possible, with a particular focus on reducing the use of plastic.
(29) The Licensee shall not put into general refuse any recyclable materials which are to be disposed of in appropriate recycling facilities.
(30) The Licensee will actively seek to reduce packaging used by suppliers and its own activities.
- Noise** (31) The Licensee shall not be permitted to play music or public broadcasts on the Site and shall not cause disturbance or annoyance to any neighbouring use or activity.
- Outgoings** (32) The Licensee is to pay any rates taxes impositions assessments charges howsoever levied for the use of the Site.
- Statutory Consents** (33) The Licensee will obtain and comply with all necessary statutory provisions and consents and regulatory requirements relating to the Vehicle, Site and the Use.
- Regulations** (34) The Licensee shall comply at all times with all relevant legislation, and regulations relating to the use of the Vehicle, the preparation and sale of food including the Food Safety (General Food Hygiene) Regulations 1995, the regulations and byelaws of Epping Forest and the Licensor's Environmental Health Food Safety Management requirements.
(35) The Licensee will be required to hold and display an up to date Food Hygiene Certificate to at least Level 2.
- Signs** (36) The Licensee will not display any signs other than those approved in written by the Superintendent of Epping Forest
- User** (37) The Site is to be used for the sale of refreshments as indicated.

- VAT** (38) Any and all sums stated or referred to herein are exclusive of VAT which is to be paid in addition where relevant.
- Equipment** (39) The Licensee is to provide all equipment necessary including a Vehicle to operate refreshment sales.
- Vehicle** (40) The Licensee will be permitted to park a mobile refreshment Vehicle within the designated plan area and will not obstruct other users of the car park.
- (41) The Licensee will not be permitted to run the engine of the Vehicle whilst stationary.
- (42) The Vehicle must meet Euro 6 Standards.
- (43) The Licensee will observe a 5-mph speed limit and utilise hazard warning lights at all times while driving through Epping Forest and will give way at all times to pedestrians within Epping Forest.
- (44) The Licensee will ensure that the mobile refreshment Vehicle which is brought onto Epping Forest is roadworthy and fit for its purpose in every respect and does not cause a nuisance and is properly insured under the provisions of the road traffic acts proof of which the Superintendent of Epping Forest may require to be demonstrated.
- (45) The Licensee will keep their Vehicle in a presentable nature to the satisfaction of the Superintendent of Epping Forest.
- Anti Modern Slavery** (46) The Licensee agrees to adhere to the Modern Slavery Act 2015.