

**TERMS OF A LICENCE TO PERMIT MOBILE FOOD VANS
IN THE MEMORIAL PLAYING FIELD**

1: Licensor: Steyning Parish Council, Fletcher's Croft, Steyning BN44 3XZ

2: Licensee: Lisa Aitken
The Pizza Oven - www.thepizzaoven.co.uk

The licence is personal to the Licensee and not transferrable to any other party.

3: Licensed Area: Space in the Steyning Memorial Playing Field **Car Park**, site of which is outlined in red on the plan (Below) and hereinafter known as the Licenced Area.



4: Licensed use: To site a mobile food van.

5: Licensed period **1st April to 31st October 2022**

Each Friday Evening – Leaving site before 10pm

6: Determination: The licence shall be determined by:

- i Either party giving 1 month's written notice
- ii By serious breach of covenant

7: Conditions: The licensee agrees to the following conditions of use:

- i) The Licensee will submit to the Council prior to use of the Licenced Area a full Health and Safety assessment and the vehicle is to be kept within the Licensed Area.
- ii) The Licensee will ensure the implementation of safety measures to ensure the health and safety of members of the public and their vehicles throughout the licence period and submit to the Council a Risk Assessment prior to use of the Licenced Area.
- iii) To comply with all health & safety requirements in the operation of the sale of food and non-alcoholic drinks and to ensure that the public safety is not compromised in any way.
- iv) Not to allow or permit any act or thing within the Licenced Area that would be a nuisance or annoyance to adjoining owners and occupiers of land and buildings.
- v) The Licensee will comply with any arrangements made by the Council as Landlord in respect of access to and from the Licensed Area.
- vi) The Licensee will not cause any noxious, poisonous material or product to pollute, or cause contamination of the surrounding land and undergrowth infrastructure in contravention of the Environmental Protection Act 1990
- vii) The Licensee to ensure that all plant and materials are secured at the end of each working day and removed from site.
- viii) The Licensee to litter-pick all waste material within 50 metres of the Licensed Area and to clear and clean the Licensed Area after use.
- ix) All rubbish generated by the Licensee is to be removed from the site and commercially disposed of appropriately.

8. **Licence Fee:** Nil
9. **Costs:** Nil
10. **Indemnity:** The Licensee will indemnify Steyning Parish Council against all claims for loss or damage caused arising out of the use of the Council's land and must provide the Council with a copy of the indemnity prior to using the Licenced Area {Public Liability Schedule with Limits of £10,000,000 indemnity}.
11. **Legal Interest:** No legal interest whatsoever is to be formed on the land during the licence period.
12. **Miscellaneous:** No secure tenure or legal interest is to be implied or construed upon the grant of the licence and the Council does not undertake to renew the licence at the end of the licence.
13. **Legal:** In order to avoid legal costs, the matter will be completed by way of exchange of correspondence.
14. **Liaison:** The Licensee will liaise with the Deputy Clerk, Hazel Roxby: 01903 812042 for all matters relating to the licence prior to and upon completion of the licenced activities and in her absence the Clerk, John Fullbrook.

John Fullbrook

Steyning Parish Council Town Clerk

On behalf of the *Licensee*, I agree to the terms of the temporary licence as set out above:

Signed:

Description Details of signatory:

Date: