

DRAFT



AGREEMENT
BETWEEN
LONDON PLAYING FIELDS SOCIETY
AND
(organisation or individual)
FOR THE PROVISION OF
BAR AND CATERING SERVICES
AT
LONDON MARATHON PLAYING FIELD REDBRIDGE

THIS AGREEMENT IS MADE THIS ** DAY OF ** BETWEEN**

(1) The London Playing Fields Society (LPFS), a charity incorporated by Royal Charter registered at the Charity Commission under Number 302925 and the legal and beneficial owner of the London Marathon Playing Field Redbridge, whose Head Office is situated at 58 Bloomsbury Street, London WC1B 3QT.

(2) (organisation or individual) of (details)

WHEREAS:-

- (a) LPFS holds a Premises Licence for the premises.
- (b) (individual) holds a Personal Licence and is the designated premises supervisor under the Premises Licence.
- (c) (organisation or individual) is an independent contractor offering bar and catering services for the designated licenced areas within the premises.
- (d) LPFS is desirous of securing the services of (organisation or individual) and (organisation or individual) has agreed to provide the services on the terms and conditions hereof.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. DEFINITIONS

The following terms shall have the following meanings:-

- 1.1 'Bar Services' means those services which (organisation or individual) is required to provide pursuant to clause 4.
- 1.2 'Business' means the business activities of (organisation or individual) consisting of the provision of services within the premises as defined in clause 4.
- 1.3 'Catering Services' means those catering services (organisation or individual) is required to provide pursuant to clause 4.
- 1.4 'Pavilion' means the Pavilion at London Marathon Playing Field Redbridge
- 1.5 'Cleaning Services' means those cleaning services (organisation or individual) is required to provide pursuant to clause 4.4.
- 1.6 'Licensed Areas' means the large and small bar areas, bar servery and back bar areas, kitchen and storeroom all at first floor level, cold room at ground floor level and any other accommodation allocated in writing by LPFS to (organisation or individual) for the purpose of the services in the Licensed Area.
- 1.7 'Fee' means the annual fee payable by (organisation or individual) to LPFS pursuant to clauses 2 and 3.
- 1.8 'Members' means those persons legitimately using the sports pitches at London Marathon Playing Field Redbridge and Fairlop Oak Playing Field, including their guests, and members of LPFS staff and their guests.
- 1.9 'Services' means all services which (organisation or individual) is required to provide hereunder.

2. **CONSIDERATION**

In consideration of grant by LPFS to (organisation or individual) of the right and licence herein on the terms and conditions hereof to occupy the Licensed Areas for the purposes of the provisions of the Services (organisation or individual) agrees and undertakes:-

- 2.1 to pay the Fee pursuant to clause 3 below and
- 2.2 to provide the Services, and
- 2.3 to observe and perform the several covenants contained in clause 4 and Schedule 1

3. **FEE**

- 3.1 The Fee shall be a sum of £TBA *(a fixed sum or percentage of income to be agreed)* payable in twelve equal monthly instalments of £TBA on the first day of each month commencing *(insert date)* plus the costs of electricity and gas (calculated at one third of the gas consumption of the pavilion and two thirds of the electricity consumption of the pavilion) used in the provision of the services plus the costs of repairs/replacement to equipment used in the business.
- 3.2 When (organisation or individual) hires the small bar or large bar for separate functions (organisation or individual) will collect and pass on the following fees + VAT to the LPFS:

	Private user	Individual member	Member club
Small bar area	£TBA	£TBA	£TBA
Large bar area	£TBA	£TBA	£TBA

- 3.3 When (organisation or individual) hires the Classroom (and integral kitchen) (organisation or individual) will collect and pass on the fee of £TBA + VAT per hour subject to the requirements of Schedule One.
- 3.4 Interest shall be payable at four percent above base rate for the time being of Lloyds Bank plc on all instalments of the Fee not paid on the due date.

4. (organisation or individual) **OBLIGATIONS**

4.1 **Opening Hours**

To open the bar to provide bar and catering services to Members at hours as agreed with LPFS.

4.2 **Catering Services**

(organisation or individual) shall:-

- 4.2.1 register with the London Borough of Redbridge as a food business and comply with all food hygiene and safety standards
- 4.2.2 supply and serve for the consumption in the Pavilion to the Members who wish to purchase the same hot and cold meals, beverages and alcoholic drinks and light refreshments during licensed hours and opening times as agreed by (organisation or individual) in consultation with LPFS.
- 4.2.3 charge prices as agreed between (organisation or individual) and LPFS

(organisation or individual) Covenants in respect of the Catering Services:-

- 4.2.4 to ensure that all food supplied for consumption shall be of good and wholesome quality.
- 4.2.5 to provide at its own expense, food, beverages, refreshments and ingredients used in the preparing and service of meals.
- 4.2.6 to employ and pay all staff adequate for the provision and serving of meals and beverages in the Centre.
- 4.2.7 to ensure all staff are suitably trained, qualified and checked.
- 4.2.8 at its own expense to provide all loose fittings, including tables, chairs, kitchen appliances, utensils, implements, cleaning materials, glass, crockery, cutlery and linen required for use in the Licenses Areas and to maintain the same in good order and repair.
- 4.2.9 at all times to maintain high standards of hygiene and general cleanliness in the preparation, use, handling and serving of food, beverages, utensils and tableware and ensure compliance with all statutory requirements affecting the same and the Services to be provided under sub-section 4.1 generally and keep the Licensed Areas in a tidy and orderly condition at all times.

4.3 Services in the Licensed Areas

(organisation or individual) shall:-

- 4.3.1 provide and serve to Members alcoholic and non-alcoholic beverages and all other services required for the efficient running and management of the bar facility including the staff necessary to provide the said services.
- 4.3.2 keep the bar fully stocked with alcoholic and non-alcoholic beverages and snacks.

(organisation or individual) covenants in respect of the licensed bar:-

- 4.3.3 to ensure that all beverages supplied for consumption will be of good and wholesome quality.
- 4.3.4 to ensure that in connection with the sale of alcoholic beverages and all services provided all statutory and local requirements are complied with.

4.4 Cleaning services

- 4.4.1 (organisation or individual) shall keep all the Licenced Areas , including windows, thoroughly clean and tidy at all times, LPFS will be responsible for cleaning other areas, except as detailed below.
- 4.4.2 Following functions booked through (organisation or individual), (organisation or individual) shall clean the areas used by people attending the functions. On those occasions when the premises are used for functions (organisation or individual) to ensure that the areas to be used are cleaned following sporting activities.

4.5 Security

(organisation or individual) will take responsibility for the security of the building at the end of each day when in attendance and at all times when in sole occupation. If the building is in joint occupation (organisation or individual) and LPFS staff will inform each other when either party is leaving the premises.

4.6 Gaming Machine

No gaming machines shall be allowed.

5. LONDON PLAYING FIELDS SOCIETY OBLIGATIONS

LPFS shall:-

- 5.1 pay all rates, taxes, assessments and outgoings imposed or charged upon or in respect of the Licensed Areas but not the income, capital gains or other taxes assessed in respect of the Business.
- 5.2 not itself carry on or permit or suffer any other person to carry on any catering business within the Pavilion during the terms of the Agreement.
- 5.3 permit (organisation or individual) only for the purpose of fulfilling its obligations under this Agreement to enter upon and use the Licensed Areas and the fixtures therein.
- 5.4 permit the employees and agents of (organisation or individual) in and so far only as shall be necessary for the purpose of this Agreement at all times to have access to and from the Licensed Areas.
- 5.5 collect the agreed fee by 12 monthly invoices to (organisation or individual), posted to (organisation or individual) principal address.
- 5.6 be responsible for the provision of fire safety measures including the provision of an alarm system and fire extinguishers.

6. VAT

- 6.1 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties and taxes.
- 6.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.
- 6.3 (organisation or individual) shall be solely responsible for VAT assessed in respect of the Business.

7. TERMS AND TERMINATION

- 7.1 This Agreement shall continue for a fixed term of two years from (insert date) unless terminated by notice pursuant to 7.2.
- 7.2 This Agreement shall be terminated by either party giving three month's written notice or automatically on the happening of any of the following circumstances:-
 - 7.2.1 the bankruptcy or the threat of bankruptcy of (organisation or individual) or any person who has a proprietary or beneficial interest in (organisation or individual):-
 - 7.2.2 any material breach of the terms of this Agreement by either party or:-
 - 7.2.3 any series of minor breaches of this Agreement by either party which are not remedied within fourteen days following service of notice to rectify the same served by the aggrieved party on the other; or
 - 7.2.4 the Personal Licence to serve alcohol held by (individual) is terminated for any reason whatsoever; or
- 7.3 unilaterally by LPFS should (organisation or individual) fail to pay one monthly instalment twenty-one days after the due date; or
- 7.4 any material change in the ownership of (organisation or individual) without the prior consent in writing of LPFS.

8. CONSEQUENCES OF TERMINATION

- 8.1 If this Agreement is terminated pursuant to clause 7 above (organisation or individual) shall within twenty-one days:
 - 8.1.1 yield up to LPFS with vacant possession the Licensed Areas and all equipment belonging to LPFS in good order and repair and will leave the Licensed Areas clean and tidy and secure and deliver up to LPFS all keys thereto.
 - 8.1.2 pay the Fee and accumulated interest (if any) up to date and all outstanding fees, costs or other disbursements for which it is liable under the terms of this Agreement.

- 8.1.3 remove all equipment and property belonging to (organisation or individual) from the Licenses Areas.
- 8.1.4 any equipment or property not removed within twenty-one days will become the property of LPFS to use or dispose of as it chooses, the cost of disposal to be due from (organisation or individual).

9. MUTUAL INDEMNITIES

Each party hereto undertakes and agrees fully to indemnify and keep indemnified the other against all and any costs claims liabilities or demands brought about by a third party in respect of its performance of its duties obligations and covenants hereunder.

10. INSURANCE

(organisation or individual) shall at its own expense procure and maintain adequate public liability insurance and all other insurance which it is usual for a caterer or person operating a business similar to the Business or a person providing the Services in the course of a business to effect and such insurance cover shall be provided by a reputable insurer. Evidence of cover to be provided to LPFS on request.

11. RISKS OF BUSINESS

For the avoidance of doubt it is hereby declared that subject to the terms of this Agreement (organisation or individual) shall be solely responsible for the conduct of the Business and the risks associated therewith including without limitation loss or profits.

12. PLEDGING OF CREDIT

(organisation or individual) agrees and undertakes not to pledge the credit of LPFS in the course of or for the purpose of the Business or in any way whatsoever and shall not represent itself as being an agent for LPFS in the purchase of consumables and other products to be used for the provision of Services or the furtherance of the Business.

13. HEADINGS

Headings contained in this Agreement are for reference purposes only.

14. JOINT AND SEVERAL

Should (organisation or individual) consist of more than one person the liability or liabilities of each person hereunder shall be joint and several.

15. LPFS RIGHT TO ASSIGN

This Agreement and all rights under it may be assigned or transferred by LPFS.

16. NO ASSIGNMENT OR SUB-CONTRACTING

(organisation or individual) shall not assign or sub-contract any of its rights or duties under this Agreement.

17. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

18. STATUS OF (organisation or individual)

- 18.1 During the term (organisation or individual) shall be an independent contractor and not a servant, agent, employee, or partner of LPFS.
- 18.2 In such capacity (organisation or individual) shall bear exclusive responsibility for dealing with the National Insurance Contributions of its own employees and for discharging all income tax and VAT liability arising out of the remuneration or other payments made to its employees, servants, agents or contractors.

19. COSTS

Each of the parties shall pay its own costs and expenses incurred in connection with this Agreement.

AS WITNESS the hands of the parties hereto or their duly authorised representatives have executed the Agreement on the day and year first before written.

Now follow the Schedules (one and two) to this Agreement which represent the general covenants relating to both LPFS and (organisation or individual) and form a binding and integral part of this Agreement.

SCHEDULE ONE
(organisation or individual General Covenants)

(organisation or individual) shall:-

1. EMPLOYEES

- 1.1 employ and engage at the expense of **(organisation or individual)**, paying all appropriate taxes and National Insurance Contributions all such staff assistants and cleaners required for the performance of responsibilities under this Agreement.
- 1.2 remove any employee of **(organisation or individual)** employed at the Pavilion who is proven to be dishonest or guilty of behaviour prejudicial to the conduct of the Pavilion or the interests of LPFS.

2. SERVICE OF BEVERAGES

- 2.1 ensure to the best of its ability that only Members as defined in paragraph 5 below or employees or officers of LPFS or of **(organisation or individual)** shall be served with meals, beverages or refreshments in the Licensed Areas.

3. COMPLY WITH LICENCES

comply with and perform all conditions and undertakings attached to the licences or certificates as given by the Licensing Authorities.

4. MANAGEMENT AND CONTROL

manage and control the use of the catering and bar facilities so that nothing shall be done, permitted or omitted appertaining to any statutory provision or regulation for the time being in force relating to or affecting the Pavilion whereby LPFS shall become liable to conviction for any criminal offence or whereby any licence in respect of the catering and bar facilities or part thereof may become liable for forfeiture, suspension or non-renewal or otherwise imperilled whether by the entry of a conviction in the register kept by the Licensing Authorities or for any other reason or whereby any notice or complaint shall be given or made by any Licencing Authority or Superintendent or Acting Superintendent of Police with regard to the use of the premises or whereby any nuisance annoyance or disturbance may be caused to the catering or bar facilities or any adjoining residents or occupiers.

5. MEMBERSHIP

Membership will automatically be given to those persons legitimately using the sports pitches at London Marathon Playing Field Redbridge and Fairlop Oak Playing Field, including their guests, and members of LPFS staff and their guests.

6. ORDERING OF STOCK

order as necessary for the replenishing of stock for the catering and bar facilities and to take delivery thereof so that adequate supplies are always available.

7. KITCHEN

co-ordinate and control the use of the kitchen area and ensure that only persons authorised by **(organisation or individual)** are permitted access thereto.

8. BOOKINGS

- 8.1 control the use of the Licensed Areas as defined,. All enquiries for licensed bookings shall be directed to (organisation or individual) who will set all fees, a proportion of which shall be paid to the LPFS in line with Clause 3.2.
- 8.2 All bookings for licenced activities will be taken by (organisation or individual) only with the prior approval of LPFS
- 8.3 guarantee the priority for use of the Licensed Areas for functions to the main user groups and resident clubs for advanced bookings made at the start of the year. For the purpose of this Agreement the year will begin on 1 October. In the case of multiple requests for the same date, (organisation or individual) will refer the decision to LPFS for determination.
- 8.4 Priority use of the classroom will be given to training and education courses organised through the LPFS.
- 8.5 retain the right to market or organise other functions in conjunction with LPFS which will have the power of veto.
- 8.6 organise at its discretion a number of social functions for the purpose of raising funds for the betterment of the clubhouse in conjunction with LPFS which will have the power of veto.

SCHEDULE TWO
(London Playing Fields Society General Covenants)

LPFS shall:

1. REPAIRS AND MAINTENANCE

- 1.1. keep in good repair the fabric of the building and other property owned by LPFS which is provided to enable (organisation or individual) to provide the services under this Agreement.
- 1.2. provide gas, electricity and water services including adequate drainage to enable the full provision of services by (organisation or individual) under the terms of this Agreement.
- 1.3. take prompt action to carry out 1.1 and 1.2.

2. MANAGEMENT AND CONTROL

- 2 ensure supervision of the Pavilion so that nothing shall be done permitted or omitted appertaining to any statutory provision or regulation for the time being in force relating to or affecting the Pavilion whereby (organisation or individual) shall become liable to conviction for any criminal offence or whereby any licence in respect of the catering and bar facilities or part thereof may become liable for forfeiture suspension or non-renewal or otherwise imperilled whether by entry of a conviction in the register kept by the Licensing Authorities or for any other reason or whereby any notice or complaint shall be given or made by any Licencing Authority or Superintendent or Acting Superintendent of Police with regard to the use of the premises or whereby any nuisance annoyance or disturbance may be caused to the catering or bar facilities or any adjoining residents or occupiers.

AS WITNESS the hands of the parties hereto or their duly authorised representatives have executed this Agreement and Schedules on the day and year first before written

On behalf of the London Playing Fields Society

Signature

Date

Name

Position

Signature

Date

Name

Position

Witnessed by

Signature

Date

Name

Position

On behalf of (organisation or individual

Signature

Date

Name

Position

Signature

Date

Name

Position

Witnessed by

Signature

Date

Name

Position