

Committee Agenda



Epping Forest District Council

Licensing Sub-Committee Tuesday, 4th April, 2017

You are invited to attend the next meeting of **Licensing Sub-Committee**, which will be held at:

**Council Chamber, Civic Offices, High Street, Epping
on Tuesday, 4th April, 2017
at 10.00 am .**

**Glen Chipp
Chief Executive**

**Democratic Services
Officer**

Jackie Leither (Direct Line 01992 564756)
Email: democraticservices@eppingforestdc.gov.uk

Members:

Councillors P Keska (Chairman), D Dorrell, B Rolfe and M Sartin

PLEASE NOTE THE START TIME OF THE MEETING

- 1. APOLOGIES FOR ABSENCE**
- 2. DECLARATIONS OF INTEREST**

(Director of Governance) To declare interests in any item on this agenda.

- 3. PROCEDURE FOR THE CONDUCT OF BUSINESS (Pages 5 - 10)**

See attached.

- 4. EXCLUSION OF PUBLIC AND PRESS**

Exclusion: To consider whether, under Section 100(A)(4) of the Local Government Act 1972, the public and press should be excluded from the meeting for the items of business set out below on grounds that they will involve the likely disclosure of exempt information as defined in the following paragraph(s) of Part 1 of Schedule 12A of the Act (as amended) or are confidential under Section 100(A)(2):

Agenda Item No	Subject	Exempt Information Paragraph Number
5	Local Government (Miscellaneous Provisions) Act 1976 as amended & Town & Police Clauses Act 1847 - Application for a Hackney Carriage Driver's Licence – Mr C Smith	1
6	Local Government (Miscellaneous Provisions) Act 1976 as amended & Town & Police Clauses Act 1847 - Application for a Hackney Carriage Driver's Licence – Mr H Elnegouli	1
7	Local Government (Miscellaneous Provisions) Act 1976 as amended & Town & Police Clauses Act 1847 - Application for a Hackney Carriage Driver's Licence – Mr A Subhan	1

The Local Government (Access to Information) (Variation) Order 2006, which came into effect on 1 March 2006, requires the Council to consider whether maintaining the exemption listed above outweighs the potential public interest in disclosing the information. Any member who considers that this test should be applied to any currently exempted matter on this agenda should contact the proper officer at least 24 hours prior to the meeting.

Background Papers: Article 17 - Access to Information, Procedure Rules of the Constitution define background papers as being documents relating to the subject matter of the report which in the Proper Officer's opinion:

- (a) disclose any facts or matters on which the report or an important part of the report is based; and
- (b) have been relied on to a material extent in preparing the report and does not include published works or those which disclose exempt or confidential information and in respect of executive reports, the advice of any political advisor.

The Council will make available for public inspection for four years after the date of the meeting one copy of each of the documents on the list of background papers.

5. LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976 AS AMENDED & TOWN & POLICE CLAUSES ACT 1847 - APPLICATION FOR A HACKNEY CARRIAGE DRIVER'S LICENCE - MR C SMITH (Pages 11 - 12)

(Director of Neighbourhoods) To consider the attached restricted report.

6. LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976 AS AMENDED & TOWN & POLICE CLAUSES ACT 1847 - APPLICATION FOR A HACKNEY CARRIAGE DRIVER'S LICENCE - MR H ELNEGOULI (Pages 13 - 14)

(Director of Neighbourhoods) To consider the attached restricted report.

- 7. LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976 AS AMENDED & TOWN & POLICE CLAUSES ACT 1847 - APPLICATION FOR A HACKNEY CARRIAGE DRIVER'S LICENCE - MR A SUBHAN (Pages 15 - 16)**

(Director of Neighbourhoods) To consider the attached restricted report.

- 8. INCLUSION OF PUBLIC AND PRESS**

To invite the public and press back into the meeting for the remaining items of business.

- 9. STREET TRADING CONSENT - MILLS ON WHEELS, WICKES CAR PARK, LANGSTON ROAD, LOUGHTON, ESSEX IG10 3TQ (Pages 17 - 38)**

(Director of Neighbourhoods) To consider the attached report.

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Licensing Committee - Terms of Reference

- (1) The full Committee shall comprise 15 Councillors appointed by the Council at its annual meeting, including a Chairman and Vice-Chairman.
- (2) For the functions set out in Appendix 1, and the legislation listed in Appendix 2, a Subcommittee consisting of no more than any three Councillors drawn from the members of the full Committee shall be formed. Any such Subcommittee shall include, by rota, one of the six Licensing Subcommittee Chairmen appointed at each Annual Council meeting.
- (3) The Quorum for the Committee is set out in the Rules set out in Part 4 of this Constitution save that no business shall be transacted unless either the Chairman or Vice-Chairman of the Committee is present.
- (4) The Committee and Subcommittees shall have full authority to hear and determine licensing applications.
- (5) The Committee and Subcommittees shall be further empowered to determine appeals made against the decisions of the Director of Neighbourhoods taken under delegated authority on licensing applications. (See Council delegation schedule for more details)
- (6) The Committee shall at all times carry out its duties solely within the policy from time to time determined by the Council and shall conduct its proceedings in accordance with the requirements set out in Appendix 3 (Conduct of Business by Licensing Committee and Subcommittees).
- (7) The Licensing Committee shall take no part in the production or revision of the statement of licensing policy made under Section 5 of the Licensing Act 2003, however, they may determine policy under the legislation listed in Appendix 2 to this Article.
- (8) To be responsible for the consideration and approval of Designation Orders under Section 13 of the Criminal Justice and Police Act 2001 (Exercise of Controls over the consumption of alcohol in Public Places).

LICENSING ACT 2003 – LIST OF FUNCTIONS AND DELEGATED AUTHORITY

Matter to be dealt with	Full Committee	Subcommittee	Officers
Application for personal licence		If a police objection	If no objection made
Application for personal licence with unspent convictions		All cases	
Application for premises licence/club premises certificate		If a relevant representation made	If no relevant representation made
Application for provisional statement		If a relevant representation made	If no relevant representation made
Application to vary premises licence/club premises certificate		If a relevant representation made	If no relevant representation made
Application to vary designated premises supervisor		If a police objection	All other cases
Request to be removed as designated premises supervisor			All cases
Application for transfer of premises licence		If a police objection	All other cases
Applications for interim Authorities		If a police objection	All other cases
Application to review premises licence/club premises certificate		All cases	
Decision on whether a complaint is irrelevant frivolous vexatious etc			All cases
Decision to object when local authority is a consultee and not the relevant authority considering the application		All cases	
Determination of a police objection to a temporary event notice		All cases	
All policy matters except the formulation of the statement of licensing policy	All cases		

LIST OF STATUTORY POWERS

Those functions pertaining to licensing and registration and permits and consents contained in the following legislation and any regulations, orders, byelaws or other subsidiary legislation made under the above Acts:

Animal Boarding Establishments Act 1963
Breeding & Sale of Dogs (Welfare) Act 1999
Breeding of Dogs Act 1973
Breeding of Dogs Act 1991
Caravan Sites & Control of Development Act 1960
Caravan Sites Act 1968
Dangerous Wild Animals Act 1976
Gambling Act 2005
Guard Dogs Act 1975
House to House Collections Act 1939
Licensing Act 2003
Local Government (Miscellaneous Provisions) Act 1976
Local Government (Miscellaneous Provisions) Act 1982
Pet Animals Act 1951
Pet Animals Act 1951 (Amendment) Act 1983
Riding Establishments Acts 1964 & 1970
Scrap Metal Dealers Act 1964
Scrap Metal Dealers Act 2013
The Game Act 1831
Town Police Clauses Act 1847
Town Police Clauses Act 1889
Zoo Licensing Act 1981

PART A – CONDUCT OF BUSINESS BY LICENSING COMMITTEE AND SUBCOMMITTEES

All references to committee in this annex shall be taken to infer a reference to the associated subcommittees.

1. General Conduct

- 1.1 All hearings of the Licensing Committee under the Licensing Act 2003, are to be held in accordance with the Personal Licences, Hearings, Premises Licences and Club Premises Certificates, and Licensing Register Regulations, made under the Licensing Act 2003.
- 1.2 The Council's Constitution shall regulate the conduct of and debate at meetings.
- 1.3 In the case of hearings under the Licensing Act 2003, the Committee shall only consider those matters relevant to the licensing objectives as set out in the Licensing Act 2003 and the statement of licensing policy adopted by the Council.

2. Declarations of Interest

- 2.1 Members of the Committee are subject to the Council's Code of Conduct.

3. Participation in the Hearing

- 3.1 Debate shall be restricted to members of the Licensing Committee. Where a local ward member, not being a member of the Committee, wishes to participate in the hearing, they may do so only with the permission of the Chairman and their participation shall be subject to the same rules as are applied to any other witnesses to the application.
- 3.2 In hearings other than those under the Licensing Act 2003, where a ward member is a member of the Committee, and wishes to object to the application, the member shall give 14 days' notice of their intention, and shall play no part in the decision-making process of the Committee. In hearings under the Licensing Act 2003, those named as responsible authorities and interested parties in the Act may only make representations within the time limits set out in the relevant statutory provisions.
- 3.3 All persons participating in the hearing shall be made aware of the limitations or scope of statements that will be acceptable and, in particular, that statements should be factual or a fair statement on a matter of public interest.
- 3.4 In the case of any hearing pursuant to the summary review procedure under the Violent Crime Reduction Act 2006, the membership of any Subcommittee adjudicating on such a review shall comprise any three members drawn from the Licensing Committee subject to the proviso that no member should serve more than one hearing.

4. Attendance of the Public

- 4.1 The Council's Constitution and relevant statutory provisions relating to the admission or exclusion of the public shall apply to all meetings of the Licensing Committee.

5. Natural Justice

- 5.1 There are two elements to natural justice:

(a) Fairness

- (i) All persons affected by the decision or in the case of matters associated with the Licensing Act 2003, those named as responsible authorities and interested parties in the Act, will be allowed a hearing before a decision is made.
- (ii) Only objectors who can show clearly that they are affected by a decision shall be afforded the right to be heard or, in the case of hearings under the Licensing Act 2003, only those named in the Act as responsible authorities or interested parties.
- (iii) All information shall be made available, where possible in advance, to the applicant and the Committee.
- (iv) All members of the Committee shall be present throughout the hearing of a particular application. Where a member arrives late or leaves during a hearing of a particular application, that member shall play no part in the decision-making process. Where an application is adjourned it shall be continued by the same members only, and no others.
- (v) The Committee shall have discretion in respect of 'late' objections. Such objections shall be clearly marked on the agenda as such and the Committee shall decide on their acceptability. The applicant shall be advised of any late objections. In the case of representations made in relation to the Licensing Act 2003 applications, these shall only be accepted in accordance with the relevant statutory provisions.

(b) Prevention of Bias

- (i) The rules on the declarations of interest shall be firmly applied.
- (ii) If the Committee moves into private session to consider its decision, it shall be accompanied only by its advising officers, none of whom shall have taken a substantive part in the hearing, and shall play no substantive part in the decision-making process.

6. General Procedures for Hearings

- 6.1 The following procedural requirements shall be followed at all times:

- (a) There shall be no recommendation from officers on the agenda;
- (b) The Committee shall be supplied with copies of all relevant documentation and the process and order of procedure shall be as follows:

- (i) The Chairman will open the meeting and introduce persons as appropriate asking applicants and representatives to identify themselves.
- (ii) The Chairman will outline the procedure to be followed.
- (iii) The Lead Officer will outline the matter in hand.
- (iv) The applicant or representative will present his/her case, with or without witnesses, and be questioned by members or any objectors/persons making representations present.
- (v) Any objectors/persons making representations may then present their objections/representation, with or without witnesses, and be questioned by members or the applicant/s or their representative.
- (vi) The objectors/persons making representations may make a final statement (without introducing new issues).
- (vii) Finally, the applicant has the right to make a final statement (without introducing new issues).
- (viii) All evidence/disclosures are to be made in the presence of all persons, unless someone voluntarily excuses themselves from the proceedings.
- (ix) Committee members shall restrict themselves to questions and not discussion or comment.
- (x) The applicant, objectors/persons making representations shall be allowed to ask officers questions of a technical/factual nature at any time during the proceedings.
- (xi) An adjournment should be granted where to do otherwise would deny a fair hearing.
- (xii) The Committee may resolve to decide upon the application in private session, however, if it becomes necessary to recall anyone for additional information, everyone shall be invited to return to the Hearing.
- (xiii) The decision shall be given in the presence of all parties that wish to be present and confirmed in writing as soon as possible thereafter. If legal advice is given to members this advice will be repeated in summary form.

By virtue of paragraph(s) 1 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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Report to the Licensing Committee

Date of meeting: 7th April 2017

**Subject: Mills on Wheels Wickes Car Park Langston Road
Essex IG10 3TQ**

**Responsible Officer: Nuala Clark 01992 56 4340
Licensing Officer**



**Epping Forest
District Council**

Democratic Services:

Recommendations/Decisions Required:

**To determine the application for a Street Trading Consent under the Local Government
Miscellaneous Provisions Act 1982**

Report:

Application for Grant of a Street Trading Consent

1. On the 27th February 2017 the Authority received an application made by Ms Leanne Baker for a street trading consent to trade at Wickes Car Park Langston Road Essex IG10 3TQ . A copy of the application is attached to this report. The application sets out the relevant licensing activities applied for and times requested.

The sale of hot and cold food and drink Monday to Friday 7.00am to 16.00pm and Saturday 7.00am to 14:00pm

Consultation

2. There is no requirement in the Local Government Miscellaneous Provisions Act 1982 Act to carry out any consultation. The Licensing Team notified Essex Police, Environmental Health, Highways Authority & the clerk of Loughton Town Council & the member's bulletin. A public notice was also placed in the local Guardian
3. The authority has not received any objections to this application.

Conditions

4. The sub-committee may attach conditions to a street trading consent as it considers reasonably necessary. These can include conditions to prevent –
 - (a) obstruction of the street or danger to persons using it; or
 - (b) nuisance or annoyance (whether to persons using the street or otherwise).
5. The Consent can include permission to trade –
 - (a) from a stationary van, cart, barrow or other vehicle; or
 - (b) from a portable stall.
6. The sub-committee may decide that the Consent is subject to conditions –

- a) as to where the holder of the street trading consent may trade by virtue of the permission; and
(b) as to the times between which or periods for which he may so trade.

Unless the sub-committee decides otherwise the Authority's standard conditions will apply to this consent. A copy of these conditions is attached.

7. The street trading consent may be granted for a period not exceeding 12 months.

Appeal

8. The Act provides for no appeal against refusals although decisions have been challenged in the Courts by way of judicial review on the ground that the decision was not properly taken or that there was some procedural irregularity or breach of the rules of natural justice.

Attached documents

- Application for Street trading consent & Conditions of licence
- Public Liability Insurance
- Agreement to trade from Wickes
- Newspaper notice
- Photos of the site and van

Example permit with conditions:

1. This Consent is valid from _____ and no right to its renewal by the Council can be assumed or is implied.
2. The Consent Holder shall at all times comply with the law. Particular attention should be paid to the requirements of the Health and Safety at Work Act 1974 The Food Safety (General Food Hygiene) Regulations 1995 and the Food Safety Act 1990.
3. The Consent Holder shall not cause any nuisance.
4. No recorded or amplified music or radio, shall be played by the Consent Holder or any employee at the stall to the annoyance of any member of the public, local resident or occupier of nearby premises, except in the case of ice-cream vans who may use amplified chimes during permitted hours.
5. No water, rubbish or waste material shall be discharged or deposited on the highway or any adjacent property or into any surface water inspection chamber or gully.
6. The Consent Holder's stall shall be kept in a clean, safe and well maintained condition, to the satisfaction of the Council and its authorised Officers.
7. The Consent Holder shall provide and maintain, at his own expense, adequate refuse receptacles for litter and waste and its disposal.
8. A notice stating the name of the Consent Holder and an address for complaints, shall be displayed in a conspicuous position on the stall at all times when trading is being carried on at the stall.
9. If the Consent Holder or any employee is requested to move the stall by an authorised Council Officer or a Police Officer, he/she shall immediately comply with that request.
10. The Consent Holder shall ensure that disabled people can be served at the stall.
11. Failure to comply with these conditions will put the Consent Holder at risk of having the Consent revoked and/or of prosecution.
12. The Consent Holder shall take out and maintain at all times third party insurance cover with a maximum liability of at least £1,000,000.
13. The Consent Holder shall not place on the street or in a public place, any furniture or equipment other than as permitted by the Consent and he must maintain the same in a clean and tidy condition and not place them so as to obstruct the entrance or exit from any premises.

14. No business other than that included in the 'Description' above shall be carried on at the stall.
 15. Litter and trade waste arising from the activities of the consent holder in and around the stall, shall be removed from the site on a daily basis and disposed of in an approved manner
 - 16 The consent holder shall ensure adequate provision for pest control.
-

THE CONSENT DOES NOT:

1. Permit trading outside the terms of Consent.
 2. Indicate that planning permission is not required.
-
-

Please note:

- That the requirement to obtain planning permission applies to all streets, whether they have been designated Consent Streets or not.
- That the grant of one or more Street Trading Consents does not give the trader immunity from control.
- Indicate that the unit is exempt from business rates.
- Over ride parking restrictions or any other traffic regulations.
- Imply approval from the Highway Authority or any other person or Authority.

LOCAL GOVERNMENT
(MISCELLANEOUS PROVISIONS) ACT 1982: PART III
APPLICATION FOR CONSENT FOR STREET TRADING
IN A DESIGNATED 'CONSENT' STREET



In accordance with Section 3 of the Local Government (Miscellaneous Provisions) Act 1982

SECTION 1

Applicant Details

* First Name

* Family name

* E-mail

Main telephone number country code

Other telephone number

Indicate here if you would prefer not to be contacted by telephone

Are you:

Applying as a business or organization, including as a sole trader

Applying as an individual

A sole trader is a business owned by one person without any special legal structure. Applying as an individual means you are applying so you can be employed, or for some other personal reason, such as following a hobby.

Applicant Business or Organisation

* Is your business registered in the UK with Companies House? Yes No

* Is your business registered outside the UK? Yes No

* Business name If your business is registered, use its registered name.

* Vat Number Put "none" if you are not registered for VAT.

* Legal status

* Your position in the business or organisation

Home country The country where the headquarters of your business is located

Business Address

* Building number or name

WICKES, GOLDSTONE
HOUSE

If you have one, this should be your official address - that is an address required of you by law for receiving communications

* Street

LANGSTON ROAD

District

LOUGHTON

* City or town

ESSEX

County or administrative area

* Post Code

IG10 3TQ

* Country

United Kingdom UK

SECTION 2 of 11

Further Details about the Applicant (If applying as an individual)

Former name(s)

If currently or previously known by any other name(s), you must record them here.

Home Address

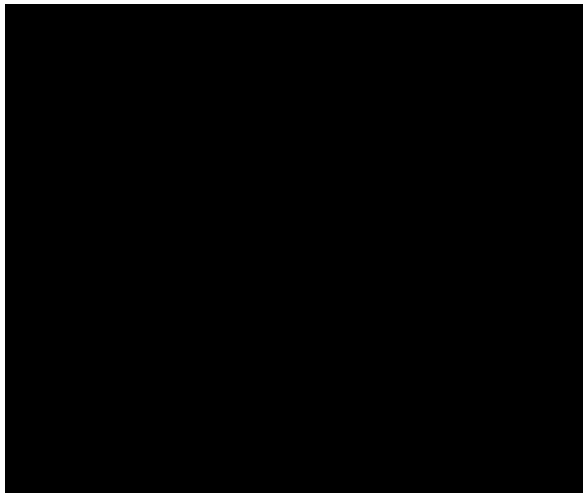
Is the address the same as (or similar to) the address given in section one?

Yes

No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

* Building number or name



* Street

District

* City or town

County or administrative area

* Post Code

* Country

United Kingdom

Further Details

* Date of Birth



* Place of birth

National Insurance Number



SECTION 3 of 11

Directors, Partners, Owners and Managers (If Company Club)

You must provide details of all COMPANY DIRECTORS and the SECRETARY (if the applicant is a company), all PARTNERS (if it is a partnership), OFFICE BEARERS (if it is a club or association), all OWNERS of the business or premises and all MANAGERS of the business or organization, including day-to-day MANAGERS OF THE PREMISES.

* Are there any such people for whom you need to provide details?

Yes

No

If so please supply information on a separate sheet.

SECTION 4 of 11

Type of Application

Type of application

New

Renewal

Specify the period for which The licence is required (if applicable)
This period cannot exceed one year

SECTION 5 of 11

Application Details

Check guidance notes and conditions before completing this section.

* Trading Name

MILLS ON WHEELS

What You Want to Trade

* List all the goods and services you want to offer for sale

HOT & COLD FOOD & DRINKS

* Does this include selling food or drink?

Yes

No

* Where will goods be stored when not on sale?

HOME ADDRESS & IN THE BUNGER VAN

When You Want to Trade

in each week on: -

Mondays	from	<input type="text" value="7"/>	to	<input type="text" value="4"/>
Tuesdays	from	<input type="text" value="7"/>	to	<input type="text" value="4"/>
Wednesdays	from	<input type="text" value="7"/>	to	<input type="text" value="4"/>
Thursdays	from	<input type="text" value="7"/>	to	<input type="text" value="4"/>
Fridays	from	<input type="text" value="7"/>	to	<input type="text" value="4"/>
Saturdays	from	<input type="text" value="7"/>	to	<input type="text" value="2"/>
Sundays	from	<input type="text"/>	to	<input type="text"/>

Where You Want to Trade

* Type of trading

- Mobile
- Stationary

* Street(s)/location(s) where you wish to trade. (If stationary in one location please supply a plan.)

WICKES CAR PARK, LAMBTON ROAD, LOUGHTON
IG10 3TQ

SECTION 6 of 11

Details of vehicle, stall and/or container

* Will you be using a vehicle in connection with your work as a trader?

- Yes
- No

* Description of unit from which you intend to trade, including dimensions

MOBILE BUNGER VAN - DIMENSIONS 10 FOOT LONG BY 7 FOOT WIDE

* Where will the unit be stored when not in use?

KEPT IN WICKES CAR PARK

* You will be required to produce to the Licensing Officer

- A current MOT and insurance certificate, if you are trading from a vehicle.

SECTION 7 of 11

Public Liability Insurance

You must have third party liability insurance cover for £1,000,000.

A copy of the certificate of insurance must be produced to the Licensing Officer

SECTION 8 of 11

Previous Applications

* Have you, or any person named in or associated with this application, previously applied for a similar licence or registration? (Check all that apply).

- No Yes – application granted and revoked
 Yes – application granted Yes – application refused

SECTION 9 of 11

Convictions

* Have you, or any person named in or associated with this application, been convicted of any crime or offence?

- Yes No

SECTION 10 of 11

Additional Details

Provide any additional information which is required or relevant to your application (check for local guidance notes and conditions which may provide details of specific requirements in your area).

SECTION 11 of 11

Payments Details

Fee payable when submitting the application - £390.00

Please return this form to:

Senior Licensing Officer
Epping Forest District Council
Civic Offices
High Street
Epping
Essex CM16 4BZ

DECLARATION

I am over the age of 17 years. I understand that the fee does not include any element in respect of the collection of refuse by the Council; therefore, I undertake to remove refuse and cleanse the street during and on completion of each day's trading and comply with all conditions attached to a Consent.

Full Name: LEADNE BAKER

Capacity: COMPANY OWNER

Signed: 

Date 21-02-17

"The authority is under a duty to protect public funds it administers, and to this end may use information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes"

Z/B/LICENSING/MASTERS/APPLIC FORM - STREET TRADING IN DESIG CONSENT STREET

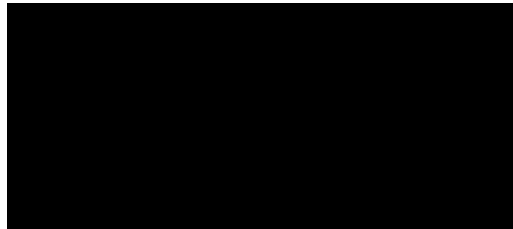
Public Liability Schedule

Certificate Number: CEQ862802/10/16
Insured: Miss Leanne Baker
Product: Outside Caterer
Period of Insurance: Commencing 00:00 on the 22 October 2016 to 24:00 on the 21 October 2017

Liability	Limits of Indemnity
Section B - Public Liability:	£10,000,000
Section C - Product Liability:	£10,000,000

IMPORTANT NOTICE - Please check this Policy very carefully

This Insurance is subject to the information detailed in this document. The Insured should carefully review the contents of the Certificate (including its attached schedule, endorsements and proposal/statement of facts). If any of the information set out therein is incorrect, the Insured must notify Commercial Express or the Insurer. Failure to do so may invalidate the Insurance provided.



Signed in Dudley, West Midlands for and on behalf of those Underwriters subscribing to this certificate

Dated this 10 October 2016

Wickes Building Supplies Ltd & Leanne Baker t/s Mills On Wheels.
In this Licence the following words and expressions shall have the following meanings:

- “**Area**” means the nominated car park area at the **Site**.
“**Equipment**” means any of the tools, cookers, electrical items used at the **Outlet**.
“**Fee**” means the Licence Fee payable by the **Licensee**.
“**Licensee**” means Leanne Baker whose registered address is at 79 Kenilworth Crescent, Enfield, EN1 3RE.
“**Licensor**” means Wickes Building Supplies Limited whose registered office is at Lodge Way House, Lodge Way, Harlestone Road, Northampton, NN5 7UG.
“**Menu**” means a notice displayed at the **Site** that contains the food and beverages sold from the **Outlet**.
“**Outlet**” means the vehicle/ trading unit of the **Licensee** situated within the **Area**.
“**Site**” means the Wickes store Wickes Loughton (494), Goldstone House, Langston Rd, Debden Industrial Estate, Loughton, IG10 3TQ, as agreed with the Licensor.
“**Site Owner**” means the ultimate owner of the **Site**.
“**Staff**” means any person employed to work at the **Outlet**.
“**Store**” means the Wickes trading store at the **Site**.
“**Store Manager**” means the manager of the Wickes store at the **Site**.

Background

The Licensor may issue licences to catering companies for short-term space at **Stores**.

1. Commencement Date. 5th December 2016

2. Duration

This Licence shall remain in force for the period of twelve months from 5th December 2016 to 4th December 2017. Either party may terminate this Licence by serving on the other party one week's written notice at any time.

3. Fee

As consideration for the grant of a Licence by the Licensor the Licensee shall pay to the Licensor a Fee of £10,400.04 + Vat per annum. This is payable in twelve monthly instalments of £866.67 + vat two weeks in advance of each monthly term.

4. Postponement

If the Licensee requires to postpone this Licence for whatever reason then an administration fee of 20% of the monthly Fee will become payable to the Licensor. This Licence can only be postponed for a maximum period of 28 days from the Licence start date. Any date in excess of this will result in the termination of this Licence and a pro-rata Fee equivalent to one-week will become payable to the Licensor from the Licensee.

5. Area

The **Area**, which is shown on **Appendix A** shall be used by the **Licensee**.

- 5.1 The **Licensor** hereby consents to the **Staff** entering the **Site** solely for the purposes of performing its obligations under this Licence and only on the basis that the **Licensee** and/ or its employees shall comply with all relevant legislation and with the reasonable site rules of the **Site Owner**.
- 5.2 Any vehicle placed on the **Site** by the **Licensee** shall at all times remain the property of the **Licensee**. Upon termination of this Licence whether due to expiry of the term or any other reason, all vehicles will be removed by the **Licensee**. The **Licensee** will ensure that vehicles are removed upon the termination of this Licence and that any damage to the **Area** is repaired to the satisfaction of the Licensor.
- 5.3 The **Licensee** will not alter/ mark or change the **Site** without written consent from the **Licensor**.

- 5.4 The agreed **Area** is outlined in **Appendix A**. Any vehicle parked outside of this area will be considered to be unlawful and the **Licensor** reserves the right to place warning stickers or remove the offending vehicles without recourse. Storage and collection of vehicles will incur costs.
- 5.5 Trading from the **Outlet** is only to take place during the trading hours of the **Store**.
- 5.6 The parties agree that no relationship of landlord and tenant is created as a result of this Licence.
- 5.7 The **Licensor** retains control, possession and management of the **Area** and the **Site** at all times.

6. Areas of Responsibility

6.1 The Licensee will be responsible:

- To ensure that it maintains public liability insurance to a minimum of £5,000,000 in respect of its potential liability to the **Licensor**.
- To respond promptly to any service issue raised by the **Licensor** or the **Store Manager**. To remove any vehicles deemed dangerous or causing a problem as notified by the **Licensor**.
- To indemnify and to hold the **Licensor** harmless from and against any and all claims, demands, causes of action, costs or liabilities (including without limitation reasonable legal fees and court costs) arising out of the Licence or any breach of any terms of the licence provided that the **Licensee** will not be liable for any claims, demands, actions, causes of action, costs or liabilities to the extent solely caused by or solely arising out of the negligence of the **Licensor**.
- That all vehicles must be roadworthy condition. All vehicles must be taxed and insured.
- That the **Site** and the **Area** must be kept clean of any waste product originating from the **Licensee**. A waste receptacle must be made available to customers to dispose of any litter from the **Licensee** and the **Licensee** is responsible for disposal of waste, and
- To register with their local environmental office, and
- Comply with the relevant Food Hygiene legislation (Regulation {EC} No. 852/2004 and Food Hygiene (England) Regulation 2006), and
- To allow the **Licensor** and/ or Food Standards Agency (FSA) access to their **Outlet(s)** when required and to implement any changes stipulated by the **Licensor/ FSA**, and
- repair and make good any damage caused to the **Site** either by the **Licensee** or its customers within 20 working days once notified to do so by the **Licensor**, and
- not to do or allow anything to be done which in the opinion of the **Store Manager** and/ or **Licensor** may be a nuisance, danger or annoyance to or in any way interfere with the **Store** or its customers, and
- not to display any signs or notices at the **Area/ Site** without prior written consent of the **Licensor** except for **Menus** contained within the **Outlet**, and
- a notice must be displayed at the **Area/Outlet** that identifies the **Licensees** name, trading name and address during the term on this Licence, and
- to only supply goods and services contained on the **Menu** displayed at the **Outlet**. Prices for all goods to be on display at all times, and
- a clearly visible sign **MUST** explain any Food Allergen Advice for food sold from the **Outlet**. This must be in line with Food Information for Consumers Regulation (EU) No. 1169/2011 - See more at: <https://www.food.gov.uk/science/allergy-intolerance/label#toc-1>, and
- written permission must be obtained from the **Licensor** prior to any generators and/ or LPG cylinders being used and stored at the **Site**. Correct and secure storage is required and a minimum amount of fuel must only be stored, and
- to supply and maintain suitable firefighting and first aid equipment based on the **Equipment** used at the **Site** and to ensure all **Staff** are trained in its use, and
- to only have **Staff** working at the **Outlet** who have been trained in the use of the **Equipment** and in Food Hygiene, and
- to have most up to date gas and electrical inspection certificates available for review at the **Outlet**, and
- to have an up to date, completed checklist (Appendix B) available for review by the **Licensor** at the **Outlet**.
- to be open at all times, unless otherwise agreed with the **Licensor**, whilst the store is open for business, unless prohibited by any applicable planning permission or any other planning condition. The **Licensee** shall not trade outside of the store's opening hours.

6.2 The Licensor will be responsible;

- To identify and agree the **Site** and **Area** with the **Licensee**, and
- to report to the **Licensee** any issues/ problems with the **Area/Outlet**, and
- to maintain annual checks of all of the **Outlets** and to check that the **Licensee** is registered with their local authority's Environmental Health Service, and
- to issue guidance and compliance notice if any of the mandatory Health and Safety Food Hygiene Regulations are not being complied with.

7. Communication

If any issues arise at the **Site**, the **Licensor** will inform the **Licensee** via telephone and/ or e-mail as to the nature of the problem and the response required. The **Licensee** must maintain a working telephone number to allow an available line of communication with the **Licensor** at all times.

8. Complaints Procedure

If any complaints are received by the **Licensee** from a member of the public concerning the **Licensee** then they are to be logged in a complaints book that must be kept within the **Outlet** and notified to the **Licensor**. The logged notes should contain the following information:

- Date and time complaint made
- Date and time when event occurred
- Brief description of the complaint
- Details of complaint
- Date of notification made to **Licensor**
- Further investigation required/ complaint satisfied.

9. Termination

9.1 Either party shall be entitled to terminate this Licence with immediate effect by written notice to the other:

9.1.1 if that other party commits any material breach of any of the provisions of this Licence and in the case of such a breach which is capable of remedy fails to remedy the same within fourteen days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

9.1.2 in the event that the other party is unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or is otherwise insolvent or deemed to be insolvent under any relevant legislation; or

9.1.3 in the event that the other party shall have applied for or consented to or suffered the appointment of a liquidator, receiver, administrative receiver or any steps have been taken or arrangements made for the appointment of an administrator to all or part of its assets; or

9.1.4 in the event that the other party shall have made or entered into a general assignment or arrangement or composition with or for the benefit of its creditors; or

9.1.5 if that other party ceases or threatens to cease to carry on its business.

9.2 the **Licensor** shall be entitled to terminate this Licence with immediate effect by written notice to the **Licensee** if the **Licensee** shall fail to make any payment within 15 days by the due date.

9.3 Immediately following notice of termination of this Licence, for whatever reason, the **Licensee** shall promptly remove all vehicles and **Outlets** from the **Site/ Area**.

9.4 The termination of this Licence however caused shall be without prejudice to any obligations or rights of any of the parties hereto which may have accrued prior to such termination and shall not affect any provision of this Licence which is expressly or by implication provided to come into effect on or to continue in effect after such termination.

Employees

In this clause:

"Employment Liabilities" means all losses, damages, compensation, claims, demands, actions, fines, penalties, awards, liabilities, expenses and costs (including legal costs and expenses on an indemnity basis) in relation to Employees;

"New Provider" means the Licensor, and, where relevant, any replacement service provider nominated by the Licensor to provide any of the goods and/or services or any other similar goods and/or services on termination (in whole or part) of the Licence;

"Employees" means all persons involved in the management and performance of the Licence whether an employee, supplier, contractor or sub-contractor of the Licensee, who are or may be entitled to transfer to the employment of the New Provider, pursuant to the Transfer Regulations; and

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended and re-enacted).

The Licensee shall provide to the Licensor, upon reasonable request, full details of the terms and conditions of employment of any Employee together with details of any claims or potential claims by any Employee against their employer and will notify the Licensor of any changes immediately. The Licensee hereby acknowledges and agrees that the information so provided may be released to others in connection with the tendering or re-tendering of the Licence (or any part) at any time prior to the expiry or termination of the Licence.

As soon as notice of termination of the Licence (or any part) is served, the Licensee shall not, without the prior written consent of the Licensor (which shall not be unreasonably withheld):

- materially vary or allow to be varied the terms and conditions of employment of any Employees;
- increase or allow to be increased the number of Employees; or
- change or allow to be changed the identity of the Employees.

On termination of the Licence (for whatever reason), in the event that any Employee transfers or claims to be entitled to transfer to the employment of the New Provider, the Licensee shall indemnify the New Provider against all Employment Liabilities arising in connection with or as a result of:

- any claim by any Employee arising directly or indirectly from any act or omission of the relevant employer in relation to such Employee (which shall be deemed to include the cessation of such Employee's employment) or arising by virtue of their employment prior to the Licence termination date (including accrued redundancy entitlement);
- any claim by the Employee, a trade union or staff association or any other employee representatives (including but not limited to any claims for protective awards) arising from or connected with any failure by the relevant employer to comply with any legal obligations to such trade unions, staff associations or employee representatives, whether any such claim arises or has its origin before or after the Contract termination date; and
- any failure by the relevant employer to properly disclose to the New Provider all relevant information in relation to the Employees and/or to properly consult with those Employees in accordance with the Transfer Regulations.

If any contract of employment of any Employee does transfer pursuant to the Transfer Regulations then the New Provider shall be entitled to terminate such contract of employment and the Licensee shall indemnify the New Provider against all Employment Liabilities in respect of such Employee, including (without limitation) any arising out of such termination (including any claim for protective awards) whether arising before or after the Licence termination date.

Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate this agreement by giving 3 days' written notice to the affected party.

Assignment

The Licensee must not transfer or assign its rights or obligations under this Licence in whole or in part without the prior written consent of **the Licensor**. **The Licensor** is under no obligation to permit the **Licensee** any transfer or assignment of this Licence. **The Licensor** may assign its rights under this Licence to any company.

If the **Licensee** does attempt or succeeds to assign this Licence to another third party without approval of the **Licensor** then this Licence will terminate with immediate effect.

General

Entire Licence

This Licence constitutes the entire Licence between the parties hereto with respect to the matters dealt with herein and supersedes any previous Licence or agreement between the parties hereto in relation to such matters. Each of the parties hereto hereby acknowledges that in entering into this Licence it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein. No variation of this Licence shall be valid or effective unless made by one or more instruments in writing signed by the parties.

No Partnership

Nothing in this Licence shall constitute or be deemed to constitute a partnership between the parties hereto and neither of them shall have any authority to bind the other in any way.

Waiver

No failure to exercise and no delay in exercising on the part of either of the parties hereto any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The right and remedies provided in this Licence are cumulative and not exclusive of any rights or remedies otherwise provided by law

Agent

Until such time as the Licensor notifies the Licensee, the Licensor has appointed Access Point Limited to manage the Licence, including conducting checks and collecting the Fee on behalf of the Licensor.

Severability

Notwithstanding that any provision of this Licence may prove to be illegal or unenforceable, the remaining provisions of this Licence shall continue in full force and affect.

Governing Law

This Licence shall be governed by and construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of The English Courts.

A person who is not a party to the Licence shall not have the right (whether under the Contracts (Rights of Third Parties) Act or otherwise) to enforce any term of the Licence which expressly or by implication confers a benefit to that person

Notice

Any notice under this Licence shall be given in writing and shall be sent to the address of the recipient set out in this Licence or such other address as the recipient may designate by notice given in accordance with this sub-clause. Any such notice may be delivered personally or by first class pre-paid letter and shall be deemed to have been served if by personal delivery when delivered, if by first class post 48 hours after posting.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written

Signed by ) Jeanette Morgan

for and on behalf of **Wickes Building SuppliesLtd**) Manager Director

Dated: 25/11/2016)

SIGNED by)

for and on behalf of **Leanne Baker t/a Mills On Wheels**)

Dated:)

**PUBLIC NOTICE
LOCAL GOVERNMENT
(MISCELLANEOUS PROVISIONS)
ACT 1962**

Street Trading Consent

An application has been made by
Learna Baker for a consent to sell
Hot & Cold Food & Drink at Mickles
car park, Lymington Road Loughton
IG20 3TU, Monday to Friday 7am
to 16.00pm and Saturday 7am
to 14.00pm. Any representations
regarding this application should
be made by 18 March 2017 to The
Licensing Section, Epping Forest
District Council
Civic Offices, 323 High Street,
Epping Essex CM16 4BZ

WE ARE SITUATED
HERE - 2 BAYS

