

THIS AGREEMENT is made the day of

BETWEEN

(1) **LEEDS CITY COUNCIL** of Civic Hall Leeds LS1 1UR ('the Council')

(2) **NAME of Address** (The Licensee)

WHEREBY IT IS AGREED as follows:-

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement where the context so admits:

"the Plan"	the plan annexed hereto
"the Market"	means the Council's Kirkgate General Market Leeds shown with a broken black line on the Plan
"the Stall"	means (on initial occupation) 28, George Street in the Market shown on the Plan
"the Licence Period"	subject to Clause 2.3 from xxx Until xxx
"the Licence Fee"	means £xxx plus VAT per calendar month
"the Further Licence Fee"	means the service charge sums ascertained in accordance with the Second Schedule hereto

"Service Charge Percentage"	means £xxx plus VAT per calendar month
"Licence Fee Day"	means such day as the Council shall reasonably determine from time to time for payment of the Licence Fee and "Licence Fee Days" shall be construed accordingly
"the Permitted Use"	<p>means the retail sale of xxx.</p> <p>or such other use as the Council shall approve such approval not to be unreasonably withheld or delayed</p> <p>PROVIDED that it will be reasonable for the Council to withhold consent where the proposed change of use would in the reasonable opinion of the Council give rise to the sale of items or goods which conflict with or are inconsistent with the items or goods sold in that vicinity of the Market in which the Stall is situate</p>
"the Prescribed Rate"	means 2% above the base Rate for

the time being of National Westminster
Bank plc

"Common Parts"

means those parts of the Market
designated from time to time by the
Council for the use of the general
public and the Licensees or other
occupiers of the Market

"Opening Hours"

means the days and hours as the
Council shall determine from time to
time as those during which the Market
shall be open to the Licensee and
notified to the Licensee in accordance
with clause 4.23

"Insured Risks"

means fire lightning storm
explosion riot civil commotion aircraft
and aerial devices and such other risks
as the Council shall have from time to
time insured against

- 1.2 Any reference to any Act of Parliament shall include any modification
extension or re-enactment thereof for the time being in force together with all
instruments orders regulations permission directions and other matters for the

time being issued or given thereunder or drawing validity therefrom

- 1.3 Any obligation by the Licensee not to carry out any action shall be construed as if it were additionally an obligation by the Licensee not to do or omit such action or permit or suffer such action to be done or omitted
 - 1.4 Where the context so admits the term "the Council" shall be interpreted as being in its capacity as licensor
 - 1.5 Where the expression "the Licensee" comprises two or more persons firms or companies the obligations of the Licensee shall be construed as joint and several
 - 1.6 The expression "the Stall" includes:
 - 1.7.1 the counter furniture and the fixtures and fittings (other than Licensees trade equipment)
 - 1.7.2 all additions and improvements to the Stall
 - 1.7.3 all pipes cables wires equipment and apparatus in the Stall and that exclusively serve the Stall
- and reference to the Stall include any part of the Stall unless the context requires otherwise

2. **THE RIGHT**

The Council grants to the Licensee

- 2.1 the right to use the Stall in common with the Council and all others authorised by it (it being intended that the Licensee shall generally use the stall set out in Clause 1 but the Council shall be entitled in its absolute discretion to require the Licensee to use a different stall, if possible of equivalent size and position, and may allow another trader or other traders to use the stall set out in Clause 1)
- 2.2 the right to use the Stall shall only be for the Opening Hours of the Market and a reasonable time for setting up for trading and for clearing at close of business
- 2.3 the right to the use of such a stall shall continue for the Licence Period unless it is
 - 2.3.1 terminated by one month's notice in writing by the Council at any time after the date of this Licence

3. **PAYMENTS**

The Licensee is to pay the Council

- 3.1 the Licence Fee in advance on the Licence Fee Days the first payment or an apportioned part on the date of this Agreement; and
- 3.2 the Further Licence Fee in accordance with the Second Schedule

4 **LICENSEES OBLIGATIONS**

THE Licensee agrees with the Council as follows:-

- 4.1 Pay the Licence Fee

To pay the Licence Fee and the Further Licence Fee at the times and in the

manner specified in this Agreement

4.2 Pay Rates and Outgoings

4.2.1 To pay and discharge all general and water and other rates taxes and charges which are now or at any time during the Licence Period and any additional period or periods assessed rated charged or imposed upon or payable in respect of the Stall or any part thereof

4.2.2 To pay and indemnify the Council against all charges in respect of electricity gas water telephone and telecommunication services consumed on or provided in relation to the Stall

4.3 Pay VAT

To pay to the Council any Value Added Tax (including any future tax of a like nature) chargeable on the Licence Fees or any payment made under this Licence in addition to the sums set out in the Licence

4.4 Permitted Use

Not at any time during the Licence Period to carry on upon the Stall or any part thereof any trade or business other than the Permitted Use

4.5 Nuisance

Not to do on the Stall or the Market any act or thing which may cause or become a nuisance or annoyance to the other Licensees and Tenants of the Council their employees the owners or occupiers of neighbouring Stall or the general public nor use the Stall or any part thereof for any illegal or immoral purpose

4.6 Not to Void Insurance

Not to do anything upon the Stall or the Market which may render the Council liable to pay an increased rate of premium for insurance or which may make void or voidable any policy of such Insurance

4.7 Signs

4.7.1 Not without the previous consent in writing of the Council such consent not to be unreasonably withheld or delayed to place any bills signs lettering names or inscriptions on the windows or any part of the Stall so as to be seen externally but this shall not prevent a normal retail display without the Council's consent

4.7.2 To display in such manner as the Council may reasonably require a sign of a size and form approved by the Council (such approval not to be unreasonably withheld or delayed) showing the name trading name and business of the Licensee and to keep the same visible and undefaced

4.8 Repair and Decoration

4.8.1 To keep the Stall with the glass in the windows (if any) the counters (where provided) and all shutters door locks fastenings and other fittings and fixtures and additions thereto (including those of the Licensee) clean and in good and substantial repair and condition (damage by an Insured Risk and reasonable wear and tear excepted)

4.8.2 To keep the interior and the exterior of the Stall in good decorative repair (damage by an Insured Risk excepted)

4.8.3 The Licensee shall prior to the carrying out of any work pursuant to this

clause 4.8 obtain the Council's written approval to the work proposed by the Licensee such approval not to be unreasonably withheld or delayed **PROVIDED** that the Council may withhold its consent where the proposed work is not in keeping with the general decorative standard and appearance required in the Market as reasonably specified from time to time by the Council

4.9 Notice to Repair

Forthwith upon receiving notice so to do from the Council to make good all decays defects and wants of repair for which under the terms of the Licence the Licensee shall be liable and in the event of the Licensee's failure to carry out such repairs within one month from the date of such Notice the Council may execute the works and all costs and expenses incurred by the Council in and about the same shall be recoverable from the Licensee as a debt

4.10 Auction Sales

Not to hold any auction upon the Stall

4.11 Conduct of Employees

To take all reasonable steps to ensure that its employees conduct themselves in a manner so as not to cause a nuisance or annoyance to the general public and/or other Licensees and Tenants and their employees in the Market

4.12 Alterations

4.12.1 Not to make any structural alterations or additions to the Stall

4.13.2 Not to make any non structural alterations or additions in or to the Stall

without the prior consent in writing of the Council such consent not to be unreasonably withheld or delayed **PROVIDED THAT** where such alterations or additions are carried out if the Council reasonably requires the Licensee shall at his own expense reinstate the Stall to their former condition on termination of the Licence

4.16 Keep Open

To keep the Stall open for business throughout the Opening Hours other than in the case of exceptional circumstances beyond the control of the Licensee or in circumstances where the Licensee has obtained the prior written approval of the Council such consent not to be unreasonably withheld or delayed

4.17 Comply with Statute

To comply with all statutes byelaws and licences applicable to the Stall or the Permitted Use

4.18 Re-letting and Sale

4.18.1 If either party gives notice to terminate, the Council will use the stall to advertise it to other potential occupiers and will authorise them to view the stall

4.18.2 The same will apply whether or not notice to terminate has been given if the Council is selling its interest in the land on which the stall is located

4.19 Damage by the Licensee

To pay to the Council on demand the cost and expense (including surveyors

fees) reasonably and properly incurred by the Council in making good any damage in the Market or any other adjoining Stall of the Council caused by the act neglect or default of the Licensee or Agents

4.20 Indemnity

4.20.1 To keep the Council fully indemnified from and against all actions costs claims demands and liability whatsoever in respect of injury (including fatal injury) or damage to any person or property due to or arising from the act or default of the Licensee his Agents or Servants including (but without prejudice to the generality of the foregoing words) failure to comply with his obligations under the terms hereof

4.20.2 To take out and maintain the policy of insurance in respect of public liability for such amount as the Council shall reasonably require from time to time and such policy shall note the interest of the Council and the Licensee shall produce the said policy on request to the Council together with evidence that the premiums in respect of the said policy have been duly paid PROVIDED THAT until further notice the amount of such policy shall not be less than £1,000,000 in respect of any one event

4.21 Refuse

Not to deposit refuse in the Market otherwise than in any area thereof designated for the purpose and to ensure that refuse is taken to the

designated area throughout the day as necessary to keep the Stall clear of litter and refuse

4.22 Drains

Not to introduce into the drainage system serving the Market any substance matter or thing likely to obstruct or damage the said drainage system and in default forthwith on demand to pay to the Council the cost of removing any obstruction or repairing any damage arising

4.23 Regulations

To comply with:

4.23.1 all regulations made by the Council for the effective management and control of the Market and either notified to the Licensee in writing or displayed in a prominent place in the Market and provided that such regulations do not materially change the terms of this Agreement; and

4.23.2 all directions given by the Council's duly authorised Officers for the day to day control of the Market

4.24 Display/Storage of Goods

Not without the prior written approval of the Council to display or store any goods above the height of the existing fascia of the stall nor to display any goods which protrude beyond the stall at ground level and at fascia level.

4.25 Loading and Parking

Not without the prior written approval of the Council to deposit any goods or receptacles so as to obstruct the common parts or ways in the Market nor to park any vehicle in the Market or any part thereof and if the Licensee remains

in breach of this clause following reasonable notice from the Council the Council may remove such goods and receptacles without liability for their safekeeping **PROVIDED** that this clause shall not prevent the Licensee from loading and unloading without delay goods to and from the Stall

4.26 Prohibited User

4.26.1 Not without the Council's prior consent in writing to bring into the Market anything of a specially inflammable or explosive nature and then only in such manner and subject to such conditions as the Council may direct

4.26.2 Not to bring into the Market any animal bird or pet of any kind

PROVIDED THAT this sub-clause shall not apply to any animal bird or pet which is expressly permitted for the purpose of the Permitted Use

4.27 Fire Fighting Equipment

To observe and perform all fire precautions relating to the Market and provide and regularly maintain fire fighting equipment to the satisfaction of the Chief Fire Officer and/or the Council

4.28 Pay Interest

To pay interest at the Prescribed Rate on the Licence Fees or any other sum due under this agreement if they are not paid within fourteen days of the due date to be calculated from the due date to the date on which they are paid

4.29 Obligation to Vacate

To give up the Stall in repair and in accordance with the terms of this Licence upon the termination of the Licence

5. **THE COUNCIL'S OBLIGATIONS**

5.2 **THE** Council shall observe and perform its obligations contained in the
Second Schedule

5.3 Insurance

THE Council agrees with the Licensee:

5.3.1 To keep the Market insured with reputable insurers

5.3.1.1 to cover full rebuilding site clearance professional fees

5.3.1.2 against damage by the Insured Risks

so far as cover is available at reasonable insurance rates and
subject to reasonable excesses and exclusions

5.3.2 To make good as soon as possible damage to the Stall or the Market
caused by the Insured Risks except to the extent that the insurance
money is not paid because of any act or default of the Licensee or any
other Licensee in the Market their employees or agents **PROVIDED**
THAT

5.3.2.1 if the damage affects other property in which the Council has
an interest the Council does not have to make good the Market
or the Stall until that other property has been reinstated

5.3.2.2 if the Council is prevented by reasons outside its control from
making good the damage then this Licence shall
automatically determine and any refund of Licence Fee will
be made by the Council

5.3.2.3 all money received under the Council's insurance shall

belong to the Council

AND PROVIDED FURTHER that in the event of substantial damage or destruction to the Market

5.3.2.3 The Council is not obliged to reinstate but if it does so it does not have to make good the Market or the Stall in the form and location in which it or they was or were immediately before the damage or destruction

5.3.3 To make available for inspection by the Licensee details of the risks covered by the policy from time to time and reasonable evidence of its terms

6. **PROVISOS**

6.1 Access to the Market

The Licensee shall have the right of access to the Stall and the Market during Opening Hours and access at any other time or times will be permitted at the discretion of the Council subject to the Licensee paying to the Council the reasonable and proper costs incurred by the Council in so doing

6.2 Notices

Any notice under this Agreement shall be made in writing and notice to the Licensee shall be sufficiently served if left addressed to the Licensee on the Stall or sent to the Licensee by Recorded Delivery Service or left at the Licensee's last known address in Great Britain or Northern Ireland and any notice to the Council shall be sufficiently served if delivered to the Council's Director of Legal and Democratic Services for the time being or sent to her by

Recorded Delivery Service at the Civic Hall Leeds LS1 1UR

6.3 Licensees Goods

The Council shall not be a bailee of any goods or other things that the Licensee brings into the Stall or the Market and there shall be no transfer of custody of the same

6.4 Personal nature of Licence

The rights granted in this Licence can only be exercised by the Licensee and cannot be shared or transferred to anyone else

THE FIRST SCHEDULE

PART 1

The Licensees Rights

1. **Use of common parts**

To use the Common Parts (in common with others similarly entitled) for all purposes connected with the use and enjoyment of the Stall during the Opening Hours

2. **Services**

The right to receive water gas and electricity and to receive and send telecommunications and to discharge waste by means of the sewers drains pipes wires and cables in other parts of the Market in common with others similarly entitled

3. **Shelter**

To shelter protection and support for the Stall from the Market

4. **Use of toilets**

To use the toilets in the Market that are designated from time to time by the Council in common with others entitled

PART 2

The Councils Rights

1. Use of the Stall by the Council

The Council shall be entitled to use the stall in common with the Licensee to :

- 1.1 inspect cleanse maintain repair replace relay or connect to any service media in the Stall
- 1.2 measuring inspecting repairing altering renewing or rebuilding the Market or any part thereof or any adjoining or neighbouring Stall or any service media servicing the same
- 1.3 To convey and transmit to and from other parts of the Market water sewerage gas electricity television telecommunications and information through and along the sewers drains pipes wires and cables that now are or may during the licence period be on the Stall to and from other parts of the Market
- 1.4 to construct and maintain in on under or over the Stall at any time during the licence period any pipes wires cables or other service media for the benefit of any other part of the Market
- 1.5 to use for any other purpose reasonably required in connection with the safe and proper management of the Market

THE SECOND SCHEDULE

The Service Charge

1. Definitions

1.1 "Services" means the services set out in paragraph 4 of this Schedule

1.2 "Service Cost" means

1.2.1 the cost which the Council fairly and reasonably incurs in
providing the Services together with any VAT but excluding

1.2.2 any expenditure for which any Licensee in the Market shall be
wholly responsible for; and

1.2.3 any expenditure recovered under the Council's insurance

PROVIDED that where any costs or sums (including the cost of staff)
have been incurred which relate to both the Market and other property
then only the proportion of such costs or sums properly attributable to
the Market shall be included in the Service Cost

1.3 "Appropriate Officer" means such Officer of the Council as the Council
shall from time to time nominate who shall act in a proper and
professional manner

1.4 "Financial Year" means a period of twelve months beginning on 1st
April in each year (or such other date as the Council shall nominate)
throughout the Licence Period and any additional period or periods

1.5 "Relevant Date" means the First day of October in each year (or such
other date as the Council shall nominate) throughout the Licence
Period or any additional period or periods

1.6 "Estimated Service Cost" means the reasonable and proper estimate

by the Appropriate Officer of what the Service Cost is likely to be for the immediately following Financial Year

- 1.7 "Provisional Sum" means the Service Charge Percentage of the Estimated Service Cost
- 1.8 "Service Charge" means the Service Charge Percentage of the Service Cost
- 1.9 "Retained Parts" means all parts of the Market not comprised in the Stall including (but without limitation) the Common Parts and those parts of the Market possession of which is retained by the Council but excluding the Structure and the Plant
- 1.10 "Structure" means and includes
 - 1.10.1 the roof and foundations of the Market;
 - 1.10.2 its load bearing walls and columns;
 - 1.10.3 its floor structures including structures supporting balconies and walkways;
 - 1.10.4 stairs and lifts;
 - 1.10.5 all surfaces exposed to the elements
- 1.11 "the Plant" means all mechanical electrical heating air conditioning and ventilating apparatus sprinkler systems and fire fighting and prevention equipment wires pipes conduits sewers and flues within the Market not the exclusive responsibility of any one Licensee

2. Provision of Services

- 2.1 The Council shall use reasonable endeavours to provide the Services

- 2.2 The Council shall not be liable for any failure or delay caused by any necessary maintenance of plant or its breakdown, adverse weather, shortages of personnel materials or fuel industrial disputes or any other causes beyond the Council's control PROVIDED that the Council could not have taken reasonable precautions to prevent any such failure or delay and endeavours to restore the affected service
- 2.3 The Council may vary or discontinue the Services it provides or the way in which it provides them PROVIDED that such variation or discontinuation is reasonable in the circumstances

3. Payment

- 3.1 The Estimated Service Cost shall be calculated and the Licensee notified of the Provisional Sum as soon as reasonably practicable
- 3.2 The Licensee shall pay the Provisional Sum in advance by monthly payments on the Licence Fee Days
- 3.3 The Council shall prepare an account of the Service Cost on or as soon as practicable after the Relevant Date immediately following the end of the Financial Year to which it relates
- 3.4 The account shall be certified by the Appropriate Officer
- 3.5 If the Service Charge for any Financial Year shall:
- 3.5.1 Exceed the Provisional Sum the excess shall be added to the Estimated Service Cost for the following Financial Year
- 3.5.2 be less than the Provisional Sum the overpayment shall be subtracted from the Provisional Sum for the following Financial

Year

- 3.6 The Council may vary the Service Charge Percentage if there is any change of circumstances during the Licence Period and any additional period or periods which affects the Licensees liability and such variation is reasonable in the circumstances
- 3.7 If the amount payable by the Council in respect of the general and water rates relating to the Retained Parts varies during a Financial Year then the Council may vary the Estimated Service Cost accordingly and give the Licensee one month's notice in writing upon the expiry of which the Provisional Sum paid by the Licensee shall be varied accordingly

4. **Services**

The Services are:

- 4.1 the inspection servicing repair maintenance renewal (being necessary renewal in the course of servicing repair and maintenance) cleaning lighting heating ventilation cooling and decoration of the Retained Parts
- 4.2 the inspection servicing repair maintenance and renewal (being necessary renewal as aforesaid) of the Plant
- 4.3 the inspection servicing repair maintenance and renewal (being necessary renewal as aforesaid) cleaning and decorating of the Structure
- 4.4 the provision of security to the Market
- 4.5 insuring in accordance with clause 5.3 together with public liability

- insurance and insurance of Plant
- 4.6 the provision of ornamental features displays and decorations
 - 4.7 the employment of such staff (including managerial staff surveyors accountants and legal services) as the Council consider desirable to facilitate the provision of the Services (including uniforms national insurance contributions pensions bonuses gratuities and perquisites)
 - 4.8
 - 4.8.1 the supply of materials necessary for the provision of the Services
 - 4.8.2 the supply and maintenance of equipment necessary for the provision of the Services
 - 4.9 if the Council thinks fit expenditure on advertising the Market including promotional displays and exhibitions
 - 4.10 any rates taxes and outgoings borne by the Council in respect of the Markets including any imposed after the date of this Agreement (even if of a novel nature)
 - 4.11 compliance with all statutory obligations
 - 4.12 the cost of the supply of water electricity gas oil or other fuel for the provision of the Services
 - 4.13 the proper fees of managing agents in respect of the Market
 - 4.14 the disposal and destruction of refuse from the Market and the provision and maintenance of Plant in relation thereto
 - 4.15 Rodent control
 - 4.16 Any other Services relating to the Market **PROVIDED** that they are:

4.16.1 reasonably necessary for the maintenance operation upkeep or
cleanliness of the Market; and

4.16.2 in keeping with the principles of good estate management

SIGNED by[]

duly authorised to sign

for and on behalf of the Council

:-

Insert Licensee name

SIGNED as a Deed)

.....

by the licensee in the presence of:-)

.....

Signature

Name

Address

.....

Occupation