

DRAFT

DATED

(1) WELSH MINISTERS

and

(2) the Occupier

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LICENCE TO OCCUPY (MOBILE REFRESHMENTS UNIT)

Relating to premises known as Craig y Llyn car park

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**THIS LICENCE** is made on

**BETWEEN**

- (1) THE WELSH MINISTERS of Welsh Government Offices, Cathays Parks, King Edward VII Avenue, Cardiff CF10 3NQ c/o Natural Resources Wales, Welsh Government Office, Rhodfa Padarn, Aberystwyth, SY23 3UR (“the Owner”); and
- (2) \_\_\_\_\_ of \_\_\_\_\_ (“the Occupier”).

**1. INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in this Licence:-

<b>Authorised Hours</b>	Between the hours of 07:00 am and 20:00 pm 7 days per week;
<b>Authorised Use</b>	As the temporary location of a mobile refreshments unit for the sale of refreshments;
<b>Interest Rate</b>	4% per annum above the base rate from time to time of Barclays Bank plc;
<b>Key Performance Indicators</b>	Are set out in Schedule 1;
<b>Licence Fee</b>	TBC pounds (£x) per annum plus VAT;
<b>Licence Period</b>	The period of one year from and including 9 <sup>th</sup> June 2025 to 8 <sup>th</sup> June 2026 or until such time as this Licence is terminated in accordance with Clause 2;
<b>Licenced Area</b>	The area within the Owner’s Property shown edged in red on Plan 1;
<b>NRW</b>	The Natural Resources Body for Wales;
<b>Owner’s Property</b>	The property known as land at Craig y Llyn coloured green on Plan 2;
<b>Plan 1</b>	The plan attached to this Licence and so marked;
<b>Plan 2</b>	The plan attached to this Licence and so marked;
<b>Payment Days</b>	9 <sup>th</sup> of June and 1 <sup>st</sup> of December 2025;
<b>Standard Risks</b>	The risks that would normally be covered by a commercial “all risks” property insurance policy including the risks of fire, subterranean fire, lightning, storm, tempest, flood and explosion, bursting or overflowing of water tanks, apparatus or pipes or the escape of water from any of them, aircraft or other aerial devices or articles dropped or falling from any of them, riot, civil commotion and malicious damage, impact, earthquake, heave, landslip, subsidence and any other risks that the Owner reasonably specifies from time to time; but excluding any risks, including

any of the risks set out above, for which insurance is not available at normal commercial rates or on normal commercial terms from time to time;

- 1.2 In this Licence the clause headings do not affect its interpretation; references to Clauses are to clauses of this Licence; references to the Owner's Property and the Licensed Area include any part of them and references to the end of the Licence Period are to the date on which this Licence ends.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 1.4 An obligation on the Occupier not to do or omit to do any act or thing includes an obligation not to permit or allow that act or thing to be done or omitted, as the case may be.
- 1.5 The obligations of the Occupier bind the Occupier's employees, agents, workmen and visitors and the Occupier is to be liable for any breach of the terms of this Licence by them.
- 1.6 Where two or more persons form a party to this Licence, the obligations they undertake may be enforced against them all jointly or against one or more of them individually.
- 1.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## **2. LICENCE**

- 2.1 In consideration of the Licence Fee, the Owner grants the Occupier (subject to Clauses 2.2(c), 2.2(e), 2.2(f) and 2.6:-
  - (a) the right during the Licence Period to use the Licensed Area for the Authorised Use during the Authorised Hours.
  - (b) the right (in common with the Owner and all others entitled) of access to and from the Licensed Area from the adjoining public highway via the layby's access points; and
  - (c) the right (in common with the Owner and all others entitled) in connection with the use of the Licensed Area to park private motor vehicles in any parking spaces designated by the Owner from time to time.
- 2.2 The Occupier acknowledges that:
  - (a) the Owner retains control, possession and management of the Licensed Area and the Occupier has no right to exclude the Owner from the Licensed Area;
  - (b) the Occupier shall occupy the Licensed Area as a licensee and nothing in this Licence creates a letting of the Licensed Area or creates the relationship of landlord and tenant between the Owner and the Occupier;
  - (c) the Owner shall be entitled:

- (i) to close any facility at the Owner's Property due to extreme weather conditions, forest operations, loss of utility services or other major incidents without incurring any responsibility for loss of income by the Occupier; and
  - (ii) to temporarily close the Licensed Area on not less than 21 days' prior notice save that in the case of emergency no notice shall be required;
- (d) the licence to occupy granted by this Licence is personal to the Occupier and is not assignable or sub-licensable and the rights granted in Clause 2.1(b) and 2.1(c) may only be exercised by the Occupier and its employees;
- (e) without prejudice to its rights under Clauses 2.3, 2.4 and 2.6 the Owner shall be entitled at any time on giving not less than 7 days' notice to require the Occupier to transfer to an alternative area within the Owner's Property and the Occupier shall comply with such requirement;
- (f) this Licence is strictly subject to the terms of a lease dated 1 October 2020 between the Owner and EE Limited in respect of the telecommunications mast located opposite the Licenced Area.

2.3 The Owner may end this Licence by serving written notice on the Occupier if:-

- (a) the Occupier does not pay the Licence Fee or any other moneys due under this Licence on the due dates for payment, even if not formally demanded;
- (b) if the Occupier breaches any of the other terms of this Licence; or
- (c) if the Occupier becomes insolvent or subject to insolvency proceedings

and in any such case this Licence shall come to an end immediately upon service of such notice.

2.4 The Owner may end this Licence at any time by serving not less than one month's prior written notice on the Occupier.

2.5 The Occupier may end this Licence at any time by serving not less than 3 months' prior written notice on the Owner.

2.6 The Owner may on 14 days' notice suspend the licence granted by Clause 2.1 and require the immediate removal of the mobile refreshments unit for such reasonable period as is necessary for the carrying out of repairs and maintenance of any adjoining land or premises of the Owner and the Owner shall not be liable to the Occupier in respect of any consequential or economic loss which may arise as a result of the Owner exercising its rights pursuant to this Clause but the Occupier shall be entitled to a pro rata refund of any of the Licence Fee paid in respect of the period of such suspension

2.7 Termination of this Licence for whatever reason, shall be without prejudice to the rights of the Owner in respect of any antecedent breach of this Licence by the Occupier.

### **3. LICENCE FEE AND OUTGOINGS**

- 3.1 The Occupier shall pay the Licence Fee to the Owner pro-rata twice a year in advance on the Payment Days. The first payment is to be made on the date of this Licence and shall be an apportioned amount for the period from and including the date of this Licence to but excluding the next Payment Day.
- 3.2 If the Licence Fee or any other moneys payable under this Licence are not paid within seven days of the due date for payment, the Occupier shall pay interest on those moneys at the Interest Rate calculated on a daily basis from the due date of payment to the actual date of payment, both dates inclusive.
- 3.3 The Occupier is responsible for payment of all rates, taxes and other outgoings which may be imposed in relation to the Licenced Area during the Licence Period (save in respect of any period of suspension pursuant to Clause 2.6).
- 3.4 The Owner is not responsible for the provision of gas and electricity to the Occupier's mobile refreshments unit.

### **4. USE OF THE PREMISES**

- 4.1 The Occupier shall not use the Licensed Area for any purpose other than the Authorised Use.
- 4.2 The Occupier shall obtain all the necessary consents, qualifications and permissions for the Authorised Use and shall satisfy the relevant requirements of all statutory authorities in relation to the Authorised Use and the operation of the Occupier's business from the Licensed Area.
- 4.3 The Occupier shall not sell any item or service from the Licensed Area that in the reasonable opinion of the Owner would be in competition with other operations on the Owner's Property.
- 4.4 The Occupier shall not create any nuisance, annoyance, damage or disturbance arising from its use and occupation of the Licensed Area and shall ensure proper arrangements are made to protect the safety of visitors and others using the Licensed Area.
- 4.5 The Occupier shall not bring any hazardous materials onto the Licensed Area.
- 4.6 The Occupier shall not display any signs advertisements or notices on the Licensed Area without the Owner's prior written consent which shall not be unreasonably withheld provided that
  - (a) the Owner shall not be deemed to be acting unreasonably if it withholds consent on the ground that any proposed sign advertisement or notice is incompatible with the ethics and/or principles of the Owner and/or its on-site branding; and
  - (b) any production or distribution of advertising materials or signage relating to the Licensed Area and/or Authorised Use must be bilingual in Welsh and English and approved by the Owner in advance.

- 4.7 The Occupier shall comply with any proper and reasonable regulations made by the Owner governing the use and occupation of the Licensed Area or the exercise of the rights granted to the Occupier by this Licence.
- 4.8 The Occupier shall be responsible for ensuring the Licensed Area is safe and suitable for the mobile refreshments unit.
- 4.9 The Occupier shall remove the refreshment vending unit from the Licensed Area at the end of the Authorised Hours on each trading day.
- 4.10 The Occupier shall ensure that in relation to the operation of the mobile refreshments unit on the Licensed Area:
- (a) each employee employed at the Licensed Area in connection with the preparation and/or serving of refreshments shall have achieved a minimum level 2 in Food Safety in Catering;
  - (b) the Occupier shall have achieved a minimum Food Hygiene for Catering Level 3.
  - (c) the Occupier shall have satisfied all public health and other legal requirements and the necessary registration with the Local Authority;
  - (d) there is at least one person on the mobile refreshments unit at all times holding an accredited workplace first aid qualification; and
  - (e) local produce shall be used and promoted as far as possible.
  - (f) RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) procedures are adhered to.
- 4.11 The Occupier shall advise the Owner within 24 hours of any accident to a visitor relating in any way to the use of the Licensed Area pursuant to this Licence.
- 4.12 The Occupier shall cooperate with the Owner in maintaining its environmental standards as notified to the Occupier from time to time.
- 4.13 The Occupier shall take adequate precautions to minimise any risk of fire to the surrounding plantations from the exercise of its rights under this Licence.
- 4.14 The Occupier shall procure that any portable generator used at the Licensed Area shall incorporate a silencer unit to ensure it does not cause any nuisance or undue noise.
- 4.15 The Occupier shall attend meetings at reasonable times as required by the Owner to review compliance with service levels as detailed in any tender submission on the basis of which this Licence has been granted to the Occupier. Any such review shall be carried out and recorded on the basis of the Key Performance Indicators.
- 4.16 The Occupier shall ensure its staff employed at the Licensed Area are dressed smartly in appropriate clothing and are presentably groomed at all times.
- 4.17 The Occupier shall have a complaints procedure in place. The Occupier must inform the Owner in writing of any general complaints within 7 days of receiving the complaint. Any complaints in relation to faults with equipment or facilities and any

RIDDOR reportable accidents must be reported to the Owner within 24 hours. Any significant accidents or potentially dangerous faults must be made safe or reported immediately.

- 4.18 The Occupier shall comply with all current child protection legislation and guidance and shall carry out all DBS checks as appropriate.
- 4.19 Upon reasonable request by the Owner, the Occupier shall provide details of its audited gross annual turnover generated through its use of the Licenced Area.

## **5. WELSH LANGUAGE REQUIREMENTS**

- 5.1 The Occupier shall meet the requirements of the Owner's Welsh Language Standards Policy.
- 5.2 The Occupier shall offer a bilingual service to Welsh speaking public, and shall provide bilingual menus, signs, advertising, and publications in English and Welsh.

## **6. INSURANCE**

- 6.1 The Occupier shall not do or omit to do anything which has the effect of making the Owner's insurance policy for the Owner's Property void or voidable or which increases the insurance premium payable for that insurance.
- 6.2 The Occupier shall comply with any recommendations and requirements of the insurers which have been notified in writing to it.
- 6.3 For the avoidance of doubt the mobile refreshments unit placed on the Licensed Area shall belong to the Occupier entirely and the Owner shall have no responsibility to insure it. The Occupier must take out insurance with substantial and reputable insurers to cover damage from:
  - (a) any of the Standard Risks.
  - (b) loss or damage suffered by any third party through any action of the Occupier.
- 6.4 The Occupier shall maintain Public Liability Insurance in an amount not less than £5,000,000 (five million pounds).
- 6.5 The Occupier shall maintain Employers Liability Insurance cover in an amount not less than £5,000,000 (five million pounds).
- 6.6 On reasonable written request the Occupier shall give to the Owner a copy of the insurance policies taken out in accordance with Clause 6, evidence of payment of the latest premia and any other evidence that the Owner may reasonably require that the policy is in force.

## **7. UPKEEP OF THE PREMISES**

- 7.1 The Occupier shall keep the mobile refreshments unit in a clean and tidy condition.
- 7.2 The Occupier shall provide suitably labelled litter containers to ensure separation of recyclable waste to be cleared by the Occupier at regular and sufficient intervals in convenient positions close to the mobile refreshments unit and shall use best endeavours to prevent customers at the Licensed Area leaving litter and shall ensure

that at the end of every day during which refreshments are sold by the Occupier from the Licensed Area all litter left in the vicinity of the mobile refreshments unit is collected and removed from the Owner's Property.

- 7.3 The Occupier shall not make any alterations or additions to the Owner's Property or the Licensed Area or cause any damage to them and in the event of breach of this Clause shall at the request of the Owner forthwith remove any alterations or additions to the Owner's Property or the Licensed Area and make good any damage caused to the reasonable satisfaction of the Owner.

## **8. STATUTORY REQUIREMENTS**

- 8.1 In its use and occupation of the Licensed Area the Occupier shall comply with the requirements of all relevant statutes and any regulations or by-laws made under them and shall indemnify the Owner in relation to any breach of the provisions of this Clause.
- 8.2 If the Occupier receives any notice, order or direction from the local or any other competent authority, it shall provide a copy to the Owner as soon as possible after receipt.

## **9. RETURN OF THE PREMISES**

- 9.1 At the end of the Licence Period, the Occupier shall vacate the Licensed Area and return it to the Owner cleaned and in the condition required by the terms of this Licence.

## **10. INDEMNITY**

- 10.1 The Occupier shall indemnify the Owner against any breaches of the terms of this Licence, any loss or damage to property and the death of or injury to persons arising from the use and occupation of the Licensed Area under this Licence.

## **11. NOTICES**

- 11.1 Any notice given to a party under or in connection with this Licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 11.2 If a notice complies with the criteria in Clause 11.1, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 11.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.4 A notice given under this licence is not valid if sent by e-mail or fax.



## **12. OWNER'S POWERS AND FOIA**

- 12.1 Nothing express or implied in this Licence limits or fetters the discretion of the Owner or of NRW in the exercise of their powers and duties as statutory authorities.
- 12.2 Nothing done by the Owner or NRW in the proper exercise of their respective rights, powers, duties and obligations as statutory authority is to place them in breach of any obligation undertaken by the Owner to the Occupier under this Licence.
- 12.3 The Occupier acknowledges the obligation of the Owner and of NRW to comply with the requirements of the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR") and the National Assembly for Wales Code of Practice on Public Access to Information ("the Code"). The Occupier acknowledges and accepts that any decision whether to release any information made in response to any request made in accordance with the FOIA, the EIR and/or the Code will be a decision for the Owner or NRW (as the case may be) at their sole discretion

## **13. GOVERNING LAW**

- 13.1 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as applied in Wales.

## **14. THIRD PARTY RIGHTS**

- 14.1 A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

## **15. JURISDICTION**

- 15.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

## **SIGNING**

Signed by [ ] for and on behalf of the Owner:

Signed by [ ] for and on behalf of the Occupier:

## SCHEDULE 1

### Appendix 1 - Management Regulations Document Key Performance Indicators

These Key Performance Indicators will be used to monitor performance against NRW's expectations. They have been drawn from the tender documents, the terms and conditions of the Licence and will also include the bidder's proposals as set out in their tender submission.

Monitoring will be carried out by NRW's Land Agent or his representative.

#### Methods of Assessment

**Informal, visual checks** - noted with recommended action where necessary, may be spot check

**Formal visual checks** - with full findings recorded and action recorded, agreed with operator

**Informal review** - agreed visits or meetings to discuss areas in a more overall way, noted a recommended way forward or action where necessary, agreed with operator

**Formal review** - with discussion points recorded in full report and recommended action recorded, agreed with operator

**Professional or technical** - e.g. for some areas of Environmental and Health and Safety - may be NRW or non NRW specialists, agreed with operator

#### Scoring legend

- 0 Unacceptable
- 2 All areas below Standard
- 4 Many areas below standard
- 6 Scope for improvement
- 8 Acceptable Standard
- 10 Exceeds expectation

Note: Where there is a score of below 8, the Occupier will formulate and agree with NRW an improvement plan. This must be carried out within 1 month of receipt of the report.

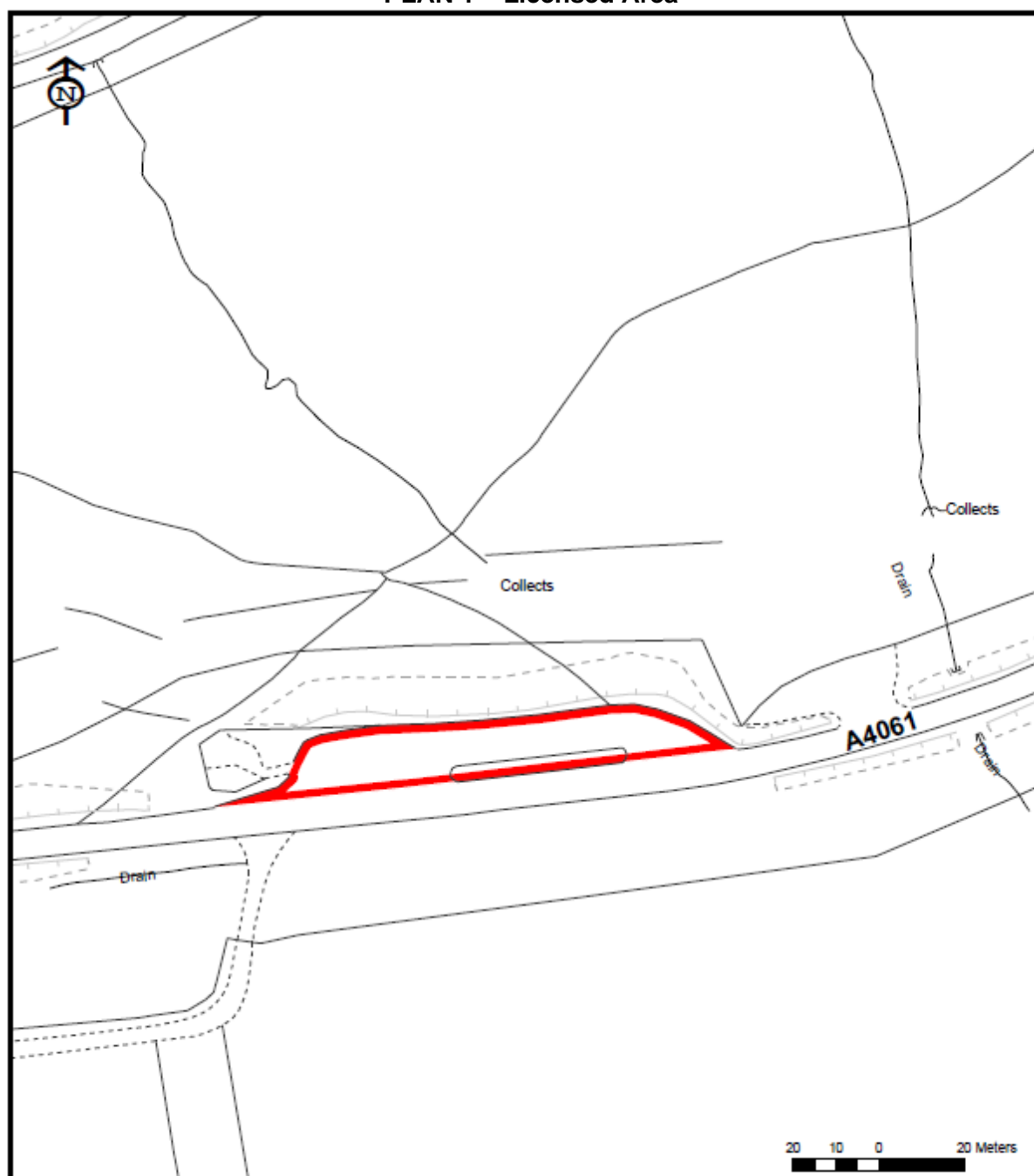
No.	KPI	Evaluation Criteria	Score	Comments
	<b>General</b>			
1	<b>Compliance with Licence</b> The Occupier must comply with the requirements laid out in the Licence.	Is the Occupier compliant with all aspects of the Licence?		
2	<b>Working relationships</b> with NRW are positive, add to the overall development of the site and the customer experience.	Are staff helpful and polite with NRW staff?		
3	<b>Welsh Language Requirements</b>	Is the Occupier providing a bilingual service to the public?		

	Occupier must comply with requirements of NRW Welsh Language Scheme	Is the Occupier able to deal with Welsh speaking public? Are there Bilingual staff?  Is the Occupier providing bilingual signs, leaflets, advertising etc...?		
<b>4</b>	<b>Waste Management</b>  Removal of all waste and recyclable waste shall be in line with environmental best practice	The accumulation of waste shall be controlled to the satisfaction of the relevant environmental control authority and in accordance with relevant legislation and regulations and in line with details documented in the agreement.		
<b>5</b>	<b>Customer Satisfaction</b> Customer satisfaction comments and customer complaints procedure in place. Review recent comments/complaints with the operator.	All staff are knowledgeable, efficient and friendly.  A customer complaints procedure is in place and available for inspection by NRW. All customer complaints and satisfaction comments should be addressed whether negative or positive, promoting to the customer that their comments can make a difference.  The Occupier must inform NRW in writing of any general complaints within 7 days of receiving the complaint. Any complaints in reference to faults with equipment or facilities must be reported to NRW within 24hrs. Any significant potentially dangerous faults must be made safe or reported immediately.		
<b>6</b>	<b>Health and Safety regulations.</b> Visual check of the fire safety provisions and compliance to any other H&S best practice relating to the mobile refreshment unit. Where use of chemicals or substances is called for, COSHH data sheets shall be available.	The Occupier must ensure that staff are trained and have access to relevant COSHH data information.		

<b>7</b>	<b>Risk Assessments and Safe Working Practices</b> Appropriate safe methods of working i.e. risk assessment and method statements and for the provision of bike hire shall be in place and reviewed.	Operator to ensure that staff are appropriately trained in respect of risk assessments and safe working methods and have access to relevant information that they may require.		
<b>8</b>	<b>Accidents and First Aid Provision</b> All accidents will be recorded in accordance with Health and Safety regulations and NRW procedures.	All accidents will be recorded in on site accident books and will be completed as soon as is reasonably practicable. The accident book must be available for inspection by NRW.  The Occupier will regularly report complaints, any actions taken and discuss recommendations with NRW		

- Public Liability Insurance - cover to a minimum level of £5 million. Current certificate to be supplied to NRW at annual renewal date.

## PLAN 1 – Licensed Area



Subject

### CRAIG Y LLYN CAR PARK

File No. ....

Nat. Grid Ref. SN 92720310

Prepared By I.M. Date 23/08/2021

Scale 1:1250 at A4

Unitary Auth. Rhondda Cynon Taf

Revised By Date

Map No. OS\_MM\_Lines

Edition 2021

Project No. **3645**

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 **Cyfoeth Naturiol Cymru**  
**Natural Resources Wales**

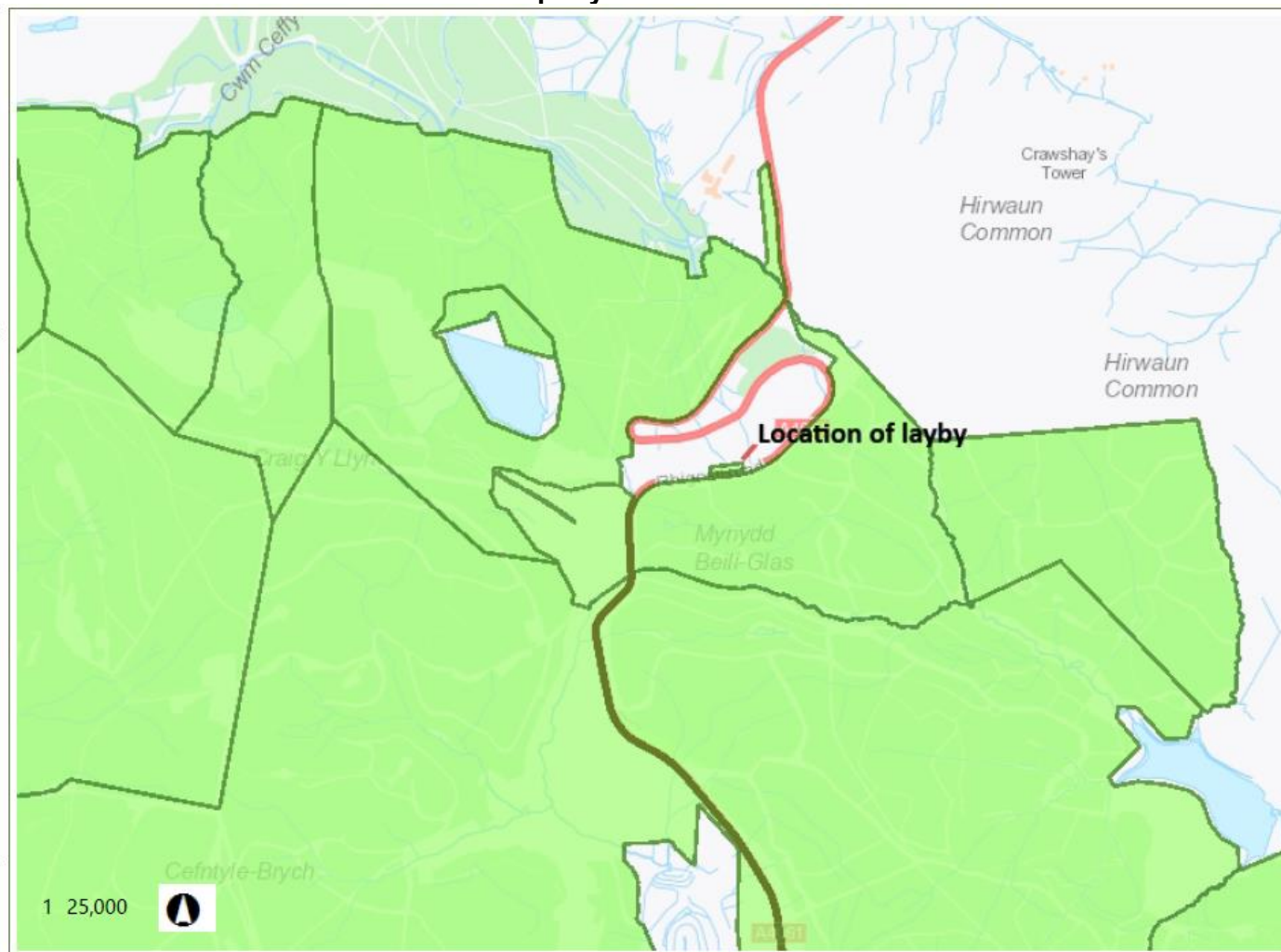
## PLAN 2 – Owner's Property



### Legend

- NRW Forest Deeds - Acquisitions

### Notes



1:25,000 0 0.64 1.3 Kilometers

British\_National\_Grid

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