

THIS LICENCE made the _____ day of _____ 2024 **BETWEEN**

- (1) the **DEPARTMENT OF ENVIRONMENT FOOD AND AGRICULTURE** (a Department of the Isle of Man Government) of Thie Slieau Whallian, Foxdale Road, St Johns, Isle of Man (hereinafter called "the Licensor" which expression shall include its successors and assigns) of the one part; and
- (2) (*Licensee full name*) _____
Of (*Licensee full address*) _____
(hereinafter called "the Licensee") of the other part.

1. DEFINITIONS

In this Licence the following expressions shall have the following meanings:-

- 1.1 **"the Area"** means the land owned or leased by the Licensor known as including the Site over which the Licensee shall have a right of access and egress ("the Right of Access")
- 1.2 **"Licence Fee"** means the sum of (*sum in words*) _____

(*sum in numbers*) _____
per annum [plus VAT] half payable on the date of the Licence and half payable in six months from the date of this licence.
- 1.3 **"Licence Period"** means the period of **ONE (1)** year from the _____ day of _____ 2024 to the _____ day of _____ 2025 inclusive or until the earlier determination of this Licence in accordance with clause 4.7 or 4.8 hereof
- 1.4 **"Operating Hours"** means from dawn [sunrise] OR 06:00, whichever is later to dusk [30 minutes before sunset] OR 18:30, whichever is earlier on each day in the Licence Period. The exact times are available on gov.im/weather
- 1.5 **"the Site"** means the area delineated red on the plan attached to this Licence within which the Unit is to be sited
- 1.6 **"the Unit"** means the mobile catering unit owned or leased by the Licensee which is to be sited within the Site upon the Area marked purple on the plan annexed hereto

2. LICENCE

The Licensor grants to the Licensee a Licence of part of the Site together with the Right of Access in common with the Licensor and all other persons authorised by the Licensor so far as is not inconsistent with the rights given by this Licence to use for the Licence Period the Site at any time for the purpose of the siting and operation of the Unit (in the location marked on the plan) and the Right of Access for the purposes of access to and egress from the Unit

on foot with or without vehicles subject to the Licensee's Undertakings in clause 3 of this Licence

3. LICENSEE'S UNDERTAKINGS

The Licensee agrees and undertakes:

- 3.1 to pay the Licensor the Licence fee
- 3.2 to keep and leave the Unit, Site and the Area clean and tidy and clear of rubbish (whether from the Unit or not) at the end of each day and at the end of the Licence Period
- 3.3 not to obstruct the access to or from the Area at any time
- 3.4 not to use the Unit in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the other users of the Area or adjoining or neighbouring property or the owners occupiers or users of such adjoining or neighbouring property and to ensure that any equipment plant machinery or vehicles belonging to the Licensee does not block any access or egress to or from the Site
- 3.5 not to do any act matter or thing which would or might constitute a breach of any statutory requirements concerning the Licensee's use of the Site or which would or might vitiate in whole or in part any insurance effected in respect of the Area or the Site from time to time
- 3.6 to indemnify the Licensor and to keep the Licensor indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from any breach of any of the Licensee's undertakings contained in this clause 3 inclusive or the exercise or purported exercise of any of the rights given to the Licensee in clause 2
- 3.7 not to impede in any way the Licensor or its officers servants or agents in the exercise of the Licensor's rights or possession and control of the Site or any part of the Site or the Area
- 3.8 to ensure that the Unit is kept and maintained to a good operational and mechanical standard and is sited in a secure and safe manner at all times
- 3.9 to ensure that when the Unit is open to the public that it is staffed and supervised by appropriately qualified or experienced staff members at all times and that the Unit and/or the Licensee with its servants agents or employees hold all appropriate certification or qualifications including but not limited to food hygiene (including preparation and service), environmental health, and health and safety (including health and safety at work), trading licences from the local authority for the Area, and any other permissions or consents.

- 3.10 to ensure that when the Unit is closed to the public that it is retained as securely sited, closed and securely locked with all hatches, doors or windows closed
- 3.11 Only to open the Unit to the public in the Operating Hours and not to open the Unit to the public at any other times of the day or night within the Licence Period but to ensure that the Unit is open for business with reasonable regularity (in the Operating Hours) throughout the Licence Period
- 3.12 in cases of emergency to immediately remove the Unit from the Area at the request of the Licensor or its servants or agents
- 3.13 to use the Unit only for the purposes of mobile catering to the public who may be in or around the Area for hot and cold food or beverages only and not for any other business trade delivery service or retail purpose whatsoever
- 3.14 to ensure that all reasonable endeavours to support relevant, current and future Isle of Man Government strategies, regarding the production and promotion of food and drink on the Isle of Man and in relation to sustainability and the environment including but not limited to the Single Use Plastics Reduction Plan for the Isle of Man Government May 2018 or any changes thereto

4. GENERAL

- 4.1 The rights granted in clause 2 shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in clause 3) immediately on notice given by the Licensor at any time following the breach by the Licensee of its undertakings contained in clause 3
- 4.2 The benefit of this Licence is personal to the Licensee and not assignable and the rights given in clause 2 may only be exercised by the Licensee
- 4.3 Whilst the Licensor confirms that the Site may be used for the siting of the Unit for catering purposes it is the responsibility of the Licensee to inspect the Area and the Licensor gives no warranty that the Site is legally or physically fit for the purposes specified in clause 2 or for any other purpose
- 4.4 The Licensor shall not be liable for the death of or injury to or for damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Licensee or any person in the exercise or the purported exercise of the rights granted by clause 2 arising as a result of the Licensee's negligence
- 4.5 The Licensee shall keep and maintain insurance in respect of any possible liability referred to in clause 4.4 and in respect of third party risks employers liability and

- public liability in respect of the exercise or the purported exercise of the rights granted to the Licensee in clause 2
- 4.6 All notices given by either party pursuant to the provisions of this agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the other party
- 4.7 This Licence may be determined by the Licensor giving to the Licensee notice in writing of not less than **ONE (1)** month of such determination date at any time during the Licence Period
- 4.8 This Licence may be determined by the Licensee giving to the Licensor notice in writing of not less than **THREE (3)** months of such determination date at any time during the Licence Period
- 4.9 If the Licensee wishes to renew this Licence upon the expiry of the Licence Period then:-
- 4.9.1 The Licensee shall give written notice to the Licensor of its wish to exercise this option such notice to be received by the Landlord not less than **THREE (3)** months prior to the expiry of the Licence Period (or any current term of extension of the Licence Period in accordance with this clause);
- 4.9.2 Upon receipt of a notice referred to in clause 4.9.1 the Licensor shall extend the Licence Period (or any current term of extension of the Licence Period in accordance with this clause) for a further period of **ONE (1)** year subject to the performance by the Licensee of its obligations and covenants pursuant to this Licence upon the date of such renewal

IN WITNESS WHEREOF the parties hereto have executed this agreement this the day month and year first before written

EXECUTED by the Minister or a person
duly authorised by the Minister for
Environment Food and Agriculture
in the presence of:-

:

: *print name:*

: *position:*

:

:

¹EXECUTED/SIGNED AND DELIVERED
on behalf of the Licensee in
the presence of:-

:

:

:

:

:

¹ If the Licence is to be in the name of a company, it should be executed. If personal, it should be signed and delivered, delete whichever is inapplicable. Licensees should sign on the top dotted line and print their name beneath. If in joint names, both Licensees should sign, and print their name underneath before an independent witness who should sign and print their details to the left of such signatures.

DATED _____

20 _____

DEPARTMENT OF ENVIRONMENT FOOD AND AGRICULTURE

to

(Licensee Name) _____

LICENCE
for Mobile Catering Unit

at

Location



Isle of Man
Government

Reiltys Ellan Vannin

Attorney General's Chambers
Douglas

