



Ribble Valley
Borough Council

www.ribblevalley.gov.uk

Tender for the Catering Rights at the Atrium Café, Clitheroe Castle

December 2024

CONTENTS

	Page
CONTRACT DETAILS	3
TENDER TIMETABLE AND CHECKLIST FOR TENDERERS	4
IMPORTANT NOTICE	5
1. BACKGROUND	6
2. TENDER SUBMISSION REQUIREMENTS	7
3. CONTRACT DOCUMENTS	7
4. TENDER EVALUATION AND AWARD CRITERIA	7
5. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION REGULATION STATEMENT	9
6. PRICING	9
7. INFORMATION REQUIRED	10

SCHEDULES

1. SPECIFICATION	29
2. PRICING SCHEDULE (FORM OF TENDER)	35
3. BANKERS REFERENCE LETTER	37
4. UNDERTAKING STATEMENT	39
5. CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING	40
6. CONTRACT PARTICULARS AND CONCESSION AGREEMENT	42

ITEM	CONTRACT DETAILS
Contract Description:	The Catering Rights at Clitheroe Castle.
Insurance Requirements	<ul style="list-style-type: none"> • Public Liability of £5 million • Employers Liability of £5 million • Product Liability of £5 million
Period of Contract:	For the period of three years, with the option to extend for a further period of up to three years
Procuring Officer:	Any queries must be submitted by email to procurement@ribblevalley.gov.uk
Submission instructions:	Two Bound copies and a full electronic version on USB stick or other suitable digital storage media
Tenders to be sent to:	Head of Legal and Democratic Services Ribble Valley Borough Council Council Offices Church Walk Clitheroe BB7 2RA
Date/time for Tender return:	On or before 2:00pm on Friday 31 st January 2025
Packaging (when submitted in hard copy):	Tenders must be submitted in a plain sealed envelope or package which shall bear the words "Tender for the Catering Rights at the Atrium Café, Clitheroe Castle" and shall not bear any name or mark identifying the sender.

TENDER TIMETABLE

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date/time
Deadline for requesting site visits & submitting clarification questions	20 January 2025 (5:00pm)
Deadline for Submission of Tender	31 January 2025 (2:00pm)
Evaluation of Tenders	w/c 3 February 2025
Intention to award contract	14 February 2025
Standstill period	24 February 2025
Contract Award	25 February 2025
Contract commencement	1 April 2025

CHECKLIST FOR TENDERERS

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not be considered.

Item	Included in Tender?
All information requested in Section 7 Including Responses to Method Statements	
Pricing Schedules (Form of Tender) – Schedule 2	
Bankers Reference Letter – Schedule 3	
Undertaking Statement – Schedule 4	
Certificate of Non-Collusion and Non-Canvassing – Schedule 5	

IMPORTANT NOTICE

This Invitation to Tender (“ITT”) is issued to those wishing to tender (“Tenderers”) to Ribble Valley Borough Council (the “Council”) for the catering rights at the Atrium Café, Clitheroe Castle (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

1. BACKGROUND

- 1.1 The original Norman castle, on the Clitheroe Castle and Museum site, was constructed over 800 years ago and occupies a commanding position overlooking the town of Clitheroe. The castle has housed a museum for many years and was redeveloped in 2008. The whole of the Castle grounds is the focus of further investment over the next few years.
- 1.2 The museum tells the local history story and is a primary all-weather visitor attraction.
- 1.3 The museum currently attracts around 20,000 visitors per year., this being a mixture of paid of visits and school parties, plus free entrance to the exhibitions in the Stewards Gallery.
- 1.4 The market for the Clitheroe Castle and Museum are families, residents, special interest groups, organised parties and visitors to the area. There are no firm counts of visitors to the Victorian park; however, the total annual visitor number is estimated at 250,000, The bulk of which attend in the summer months.
- 1.5 There is another café in the grounds of the Castle, the Bowling Green Café, this provides light snacks and ice cream for 6 months of the year between March and October.
- 1.6 The Council requires the successful tenderer to provide a daily catering service to visitors at the Atrium Café, Clitheroe Castle through the operation of a 60-seat café/restaurant and adjacent external seating area. Though this is done in partnership with the museum operation because the two services share services such as the toilets and exits from the building.
- 1.7 Further details of the Council's needs under the Contract and other relevant information are provided in the specification at **Schedule 1**.
- 1.8 If you have any clarification questions or would like to arrange a site visit, please contact the email below by 5:00pm on the 20 January 2025:

procurement@ribblevalley.gov.uk

- 1.9 Other than the above contact point, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
- 1.10 Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be published to be available to all tenderers.
- 1.11 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed

to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated. Supplementary documentation/amendments will be published on the Councils website: www.ribblevalley.gov.uk

- 1.12 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 1.13 Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 1.14 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

2. TENDER SUBMISSION REQUIREMENTS

- 2.1 Tenders must be written in the English language.
- 2.2 Only one Tender is permitted from each Tenderer. If more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 2.3 The Tender (including price) should remain valid for a minimum period of 90 days.
- 2.4 The Tender must not be qualified in any way.
- 2.5 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 2.6 Your full registered business/name and main office address must also be provided on all documents.

3. CONTRACT DOCUMENTS

- 3.1 Any resulting Contract will consist of the Contract Particulars (to be completed), and the Concession Agreement (Schedule 6). The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 3.2 This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
- 3.3 Any contract award will be conditional on the Contract being approved in accordance with the Council's internal procedures.

4. TENDER EVALUATION AND AWARD CRITERIA

- 4.1 The Council does not undertake to accept the lowest or any tender and reserves the right to accept the whole or any part of any Tender submitted.

- 4.2 Each Tender will be checked initially for compliance with all requirements of the ITT.
- 4.3 Tenders will be evaluated against the award criteria set out below.
- 4.4 During the evaluation period, the Council reserves the right to seek clarification in writing (by email) or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.
- 4.5 The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.
- 4.6 Tenders will be evaluated on the following method statements to determine the most economically advantageous Tender with a weighting of 60% pricing and 40% quality and technical capability. Price will be evaluated by ranking all submissions in order of price with the lowest submission attracting the full weighting of 60%.
- 4.7 Quality will be evaluated based on the responses to the Method Statement Questions set out in Section 7H – Method Statements:

Each Method Statement carries a weighting dependent upon their importance where 1 is low and 4 is high. The scores and weighting combine to make up the percentage level.

	Weighting
• Method Statement 1	4
• Method Statement 2	1
• Method Statement 3	2
• Method Statement 4	1
• Method Statement 5	2
• Method Statement 6	1
• Method Statement 7	2
• Method Statement 8	3
• Method Statement 9	1

Scoring criteria

- 0 - Major non-compliance with requirements. Evidence is unacceptable or non-existent. There is a failure to properly address issues or meet any of the requirements or no Information provided.
- 1 - Does not meet requirements. Major deficiencies or concerns in certain areas or where the lack of detail and relevance requires the reviewer to make assumptions.
- 2 - Meets requirements. Minor deficiencies or concerns in information provided but may be adaptable.
- 3 - Meets requirements. Adequate relevant detail provides a comprehensive response demonstrating fully how requirements will be met.
- 4 - Exceeds requirements. A comprehensive response which meets all requirements and offers some added value.

In addition, the following will be assessed as follows:

- | | |
|--|-----------|
| • Insurance - Marked on a basis of | Pass/Fail |
| • 'Scores on the Doors' food hygiene rating | Pass/Fail |
| • Financial Information - Marked on a basis of | Pass/Fail |
| • Health and Safety - Marked on a basis of | Pass/Fail |
| • Equalities - Marked on a basis of | Pass/Fail |

5. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

- 5.1 The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").
- 5.2 As part of the Council's duties under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.
- 5.3 If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **"Not for disclosure to third parties"** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 5.4 The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR or is to be disclosed in response to a request for information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

6. PRICING

- 6.1 Tenderers must complete pricing schedule set out in **Schedule 2** to provide all the obligations under the contract.
- 6.2 All prices shall be stated in pounds sterling and exclusive of VAT.

7. INFORMATION REQUIRED

A. ORGANISATION PROFILE

Please provide the following details:

Business name (or Consortium Name):

Registered or trading name if different:

Type of organisation (e.g. private limited company, partnership, sole trader):

Registered address:

Correspondence address if different from the above:

Address from which the Contract will be provided if different from the above:

Name of ultimate holding/parent company or subsidiary companies including addresses and an explanation of group structure and internal relationships:

Company Registration Number of ultimate holding/parent company or subsidiary companies:

If you have included details of an ultimate holding/parent company above would this company be willing to guarantee your contract performance and enter into any requisite legal documentation?

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Indication of the principal areas of business activity of your organisation:

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Contact name:	
Contact's position:	
Contact's telephone number:	
Contact's fax number:	
Contact's email address:	
Companies registration number(s):	
Place of registration:	
Year established:	
VAT number:	

B. GROUNDS FOR EXCLUSION

This section will be evaluated on a pass/fail basis

Please confirm that, to the best of your knowledge, the organisation named above is not in breach of the provisions of Regulation 23(1) of the Public Contracts Regulations 2015 as summarised below.

B1. Mandatory Grounds

The organisation (or its directors or any other person who has powers of representation, decision or control of such organisation) has not been convicted of any of the following offences:

Conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA; or	YES/NO (Delete as appropriate)
Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; or	YES/NO (Delete as appropriate)
The offence of bribery; or	YES/NO (Delete as appropriate)
<p>Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:-</p> <ul style="list-style-type: none">• the offence of cheating the Revenue; or• the offence of conspiracy to defraud; or• fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978; or• fraudulent trading within the meaning of section 458 of the Companies Act 1985; or• defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994; or• an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or• destroying defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968; or	YES/NO (Delete as appropriate)

Money laundering within the meaning of the Money Laundering Regulations 2003; or	YES/NO (Delete as appropriate)
Any other offence within the meaning of Article 45(1) of the Public Sector Directive.	YES/NO (Delete as appropriate)

If you are unable to confirm any of the above, please give details below, including any action taken to resolve the situation.

Please confirm the following statements or give details if you answer no to any of the questions.

B2. Discretionary Grounds

The organisation (or its directors or any other person who has powers of representation, decision or control of such organisation) confirms that:

Being an individual he is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear able to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state; or	YES/NO (Delete as appropriate)
Being a partnership constituted under Scots law it has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate; or	YES/NO (Delete as appropriate)
Being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has not had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of the above procedures or is not the subject of similar procedures under the law of any other state; or	YES/NO (Delete as appropriate)
They have not been convicted of a criminal offence relating to the conduct of the business or profession; or	YES/NO (Delete as appropriate)

C. 'SCORES ON THE DOORS' FOOD HYGIENE RATING

This section will be evaluated on a pass/fail basis.

Please confirm that you have a minimum 4 star 'Scores on the Doors' rating for food hygiene and will aim to achieve 5 stars within 6 months (if not already achieved).

	Confirmed
Minimum 4 star 'Scores on the Doors' rating for food hygiene.	YES/NO
Please state the current level achieved.	
Aim to achieve 5 stars within 6 months (please only answer if 5 stars haven't already been achieved).	YES/NO

D. INSURANCE

This section will be evaluated on a pass/fail basis.

Please provide confirmation that you have or, if successful, will buy the following minimum levels of insurance:

	Confirmed
Public liability £5 million	YES/NO
Employers' liability £5 million	YES/NO
Product liability £5 million	YES/NO

The successful tenderer will be required to provide the Council with proof of insurance cover prior to commencement of the contract.

E. FINANCIAL INFORMATION

This section will be evaluated on a pass/fail basis.

We may seek evidence relating to the questions below, if required and we reserve the right to use the services of an independent third party to assess your financial standing/appraisal

What was your turnover in the last two years (if this applies)?

£ for year ended __ / __ / ____	£ for year ended __ / __ / ____
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Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?

YES/NO (delete as appropriate)

If the answer to the above question is **no**, what were the reasons, and what has been done to put things right?

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Has your organisation met all its obligations to pay its creditors and employees during the past year?

YES/NO (delete as appropriate)

If the answer to the above question is **no**, please explain why not:

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Have you completed the draft Bankers Letter attached as Schedule 3?

YES/NO (delete as appropriate)

What is the name and branch of your bankers who could provide a reference?

Name	
Branch	
Contact Details	

The following **must** be provided:

A copy of your most recent accounts audited if applicable (for the last two years if this applies). If not applicable, please provide an Accountant's Reference instead

Please tick the box to confirm the above documents are enclosed:	
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The following **may be requested**:

Income and Expenditure Statement, Balance Sheet and Cash Flow Forecast for the current year and a bank letter outlining the current cash and credit position

Please confirm you could provide documents if requested:	Yes	No
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NOTES TO ORGANISATION:

- 1. Where the organisation is a subsidiary of a group all questions must be answered for both the subsidiary and the ultimate parent.**
- 2. Where this Tender is being submitted as a consortium, the above information is required for each member organisation**

F. HEALTH AND SAFETY

NOTE TO ORGANISATION:
This section will be evaluated on a pass/fail basis.

Responsibility and Structure

Please state the name and position of the person with overall responsibility for health and safety in your organisation together with details of experience and any relevant qualifications.

Name	
Position in Organisation	
Experience	
Qualifications	

Please state the name and position of the person (if different to above) appointed to provide health and safety advice as required by Regulation 7 of the Management of Health & Safety Work Regulations 1999, together with details of experience and any relevant qualifications.

Name	
Position in Organisation	
Experience	
Qualifications	

How many persons does your organisation normally employ?

--

Does your organisation (not individuals within it) have current membership of any trade associations, safety organisations, registration with or accreditation by any accrediting bodies, for example CHAS or equivalent?

YES/NO *(delete as appropriate)*

If the answer is **yes**, provide details, using full names of associations, bodies and any applicable registration number. Please do not use abbreviations.

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NOTES TO ORGANISATION:

1. Organisations are informed that the Council operates a policy that an organisation will pass the Council's Health and Safety requirements on the basis that they participate in the relevant Contractor Health & Safety Assessment Scheme (CHAS) "Scheme"
2. Organisations will therefore not have to complete the remainder of the Health and Safety section of this tender, if they participate in the Scheme. Organisations who do not participate in the Scheme are required to complete the remainder of the Health and Safety section.

Policies and Procedures

Does your organisation have a written Health and Safety Policy (covering General Policy, Organisation and Arrangement) as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to workforce?

YES/NO *(delete as appropriate)*

If the answer is **yes** please enclose a copy of the policy.

If your organisation does not have a written Health and Safety Policy please give the reason why.

Please state how health and safety policies and procedures are communicated to your workforce and administered within your organisation?

Does your organisation have a procedure for the reporting and recording of accidents and dangerous occurrences in accordance with RIDDOR?

YES/NO *(delete as appropriate)*

Have you enclosed a copy of your procedure for accident reporting, recording and investigation?

YES/NO *(delete as appropriate)*

Please complete the following table in respect of accidents and dangerous occurrences as set out below.

Year	Fatal	Major Injury or "Over 3-Day"	Non-Reportable	Dangerous Occurrences	Reportable ill-health	Near Misses
This year						
Last year						
Year before last						

During the last five years, has the organisation been subject to formal enforcement (e.g. Prosecution, Prohibition Notice or Improvement Notice) for contravention of the Health and Safety at Work etc Act 1974, or equivalent legislation arising from your conduct of activities like those covered by this contract?

YES/NO *(delete as appropriate)*

If the answer is **yes**, please provide full details and explain corrective action taken to prevent re-occurrence.

Does your organisation have Risk Assessment Procedures in place for all work activities as required by the Management of Health and Safety at Work Regulations 1999 and associated legislation?

YES/NO *(delete as appropriate)*

If the answer is **yes**, please supply 2 examples of risk assessments and safety method statements for work activity undertaken within the last 12 months. This should include slips, trips and falls, and one other that is relevant to your work activities.

Copy of above enclosed if appropriate	Yes	No
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Does your organisation have a health and safety training programme for your workforce to ensure that they are competent for their duties?

YES/NO *(delete as appropriate)*

If the answer is **yes**, please enclose brief details of training courses or programmes undertaken by managers and workforce.

Does your organisation have arrangements in place for consultation with workforce on health and safety matters?

YES/NO *(delete as appropriate)*

Where appropriate, does your organisation undertake health monitoring of workforce?

YES/NO *(delete as appropriate)*

If the answer is **yes**, please provide details.

If your organisation uses sub-contractors, do you have a system in place for assessing their competence and the ongoing monitoring and review of their Health and Safety performance?

YES/NO *(delete as appropriate)*

If the answer is **yes**, please provide details.

Do you have a system in place for monitoring your Health and Safety arrangements including auditing them at periodic intervals and for reviewing them on an ongoing basis?

YES/NO *(delete as appropriate)*

If the answer is **yes**, please provide details including examples.

Name of Person completing this form	
Position in Organisation	
Contact Tel No	
Email Address	
Date	
Signature	

G. EQUALITY AND DIVERSITY

This section will be evaluated on a pass/fail basis.

Does your organisation comply with its legal obligations relating to the following?

Race	YES/NO <i>(delete as appropriate)</i>
Sexual Orientation	YES/NO <i>(delete as appropriate)</i>
Disability	YES/NO <i>(delete as appropriate)</i>
Age	YES/NO <i>(delete as appropriate)</i>
Religion or Belief	YES/NO <i>(delete as appropriate)</i>
Gender	YES/NO <i>(delete as appropriate)</i>
Human Rights	YES/NO <i>(delete as appropriate)</i>
NOTE TO ORGANISATION: <i>You must keep up to date with relevant changes in legislation.</i>	

In the last three years has any finding of unlawful discrimination been made against your organisation by any court or industrial or employment tribunal?

YES/NO *(delete as appropriate)*

In the last three years has your organisation been the subject of a formal investigation on grounds of alleged unlawful discrimination by, for example, the Commission for Racial Equality (CRE), Disability Rights Commission (DRC), Equal Opportunities Commission (EOC) or Equality and Human Rights Commission (EHRC)?

YES/NO *(delete as appropriate)*

If the outcome of either of the last two questions (above) was yes, what actions were you required to take because of that finding or investigation?

If you were required to act, what action did you take?

If you were required to act and no action was taken, please explain why not?

If you were required to act, did the action taken satisfy the relevant organisation?

YES/NO *(delete as appropriate)*

H. METHOD STATEMENTS

Method Statement 1

Please provide details of services similar in size and nature to those required under this Contract over the past three years including details of when the services were provided, to whom and the total contract value.

NOTE TO ORGANISATION:

This question carries a weighting of 4 against the overall scores

Method Statement 2

Please explain how you will collaborate, interact and develop strong working relationships.

NOTE TO ORGANISATION:

This question carries a weighting of 1 against the overall scores

Method Statement 3

In respect of your understanding of the Council's requirements, please identify areas of risk and detail how these risks will be managed.

NOTE TO ORGANISATION:
This question carries a weighting of 2 against the overall scores

Method Statement 4

How would you demonstrate the quality of service delivery to the Council, if you were awarded this contract?

NOTE TO ORGANISATION:
This question carries a weighting of 1 against the overall scores

Method Statement 5

Please provide details of your measures for ensuring quality, details of your quality attestation registrations (if any) for example under ISO9001 or equivalent, details of your approach to contract and project management, service delivery and complaints. Please also provide details of the experience of the person who is responsible for quality standards.

NOTE TO ORGANISATION:

This question carries a weighting of 2 against the overall scores

Method Statement 6

Please indicate what innovative ideas you can bring to the delivery of the service with in the contract.

NOTE TO ORGANISATION:

This question carries a weighting of 1 against the overall scores

Method Statement 7

Please confirm whether your organisation has ever had a contract terminated within the last 3 years?

NOTE TO ORGANISATION:
This question carries a weighting of 2 against the overall scores

YES/NO *(delete as appropriate)*

If the answer is **yes**, please provide full details.

Method Statement 8

In respect of your understanding of the Council's requirements, please state how you will utilise your experience of similar contracts, giving examples, where appropriate.

NOTE TO ORGANISATION:
This question carries a weighting of 3 against the overall scores

Method Statement 9

What ingredients for your proposed menus would be sourced locally? Local foods would be seen as those that aid the promotion of the taste of Lancashire and the Ribble Valley food Trail and would therefore be sourced from Lancashire and the Ribble Valley. Please provide sample menus.

NOTE TO ORGANISATION:

This question carries a weighting of 1 against the overall scores

I. REFERENCES

Please provide details of three references from the above contracts whom the Council may contact for further information.

	Reference 1	Reference 2	Reference 3
Name			
Title			
Address			
Tel. No.			
Fax No.			
Email Address			

ITT SCHEDULE 1

SPECIFICATION

The Catering Rights at the Atrium Café, Clitheroe Castle

1. The Catering Facilities

1.1 Introduction

The Atrium Café/ restaurant is located within Clitheroe Castle Museum and forms an integral part of the visitor offer on the site.

The cafe seats approximately 60 people, with space for a further 30 to 40 people available in an external seating area. In addition to the café there is a temporary exhibition space that will be available, by prior arrangement, to deliver extended services such as banqueting and more formal functions. There are also two education rooms that could also be made available for suitable functions. The site has previously been registered for weddings and the café is separately rated for Business Rates.

The facility comes with a kitchen space and internal furniture. It is an integral part of the main building but can operate independently, giving rise to opportunities to develop the business outside normal museum operating hours for events. Although responsibility for the alarms and security of the Atrium would be the responsibility of the operator for the café. Because the café has not operated since 2020, there will be a need to assess the equipment for the purposes of the operation being proposed. The Council has no budget provision for investing in kitchen equipment and potential operators will be expected to assess the current kitchen offer in respect of the type of service they wish to provide.

Please note that because it is an integral part of the main building it is important that good working relationships are fostered between the café operator and the Lancashire Museums Service. These should not be restricted to operational matters but include joint working/promotional activities that have mutual benefit.

2. The Requirement

The remainder of this specification outlines the services to be provided and certain conditions within which the successful tenderer will be required to trade. A short summary is provided at the end highlighting those points that need to be addressed in your written proposal.

2.1 Service & Food Offer

The caterer is required to provide a high-quality range of hot and cold foods and drinks to visitors. These should essentially include as wide a range as possible. RVBC recognises that if the café/ restaurant is to maximise its financial performance and return, then it will be important to maximise the number of non-museum visitor numbers. The quality and price of the offer, including both service and food, will therefore be crucial in determining the ability of the café/ restaurant to compete with other local quality high street located establishments.

It should be noted that, although the operation of the Atrium Café during the opening hours of the site is seen as the core offer, potential partners should recognise that there are significant opportunities to extend their business outside these hours. The Council also recognises this and would therefore support partners in developing wider use of the café and associated areas.

2.2 Minimum Level of Service

The main trading unit is to be ready for trading upon the daily opening of the castle and museum to visitors, if not earlier, as may be agreed by prior consent. The café/restaurant will also need to trade at least until the castle and museum closes to visitors or for a longer period, subject only to the desire of the caterer and the requirements of the premises licence.

Whilst hot food items may be prepared to order, the supply of hot drinks, a range of cold drinks and cold snack food will be required to be available immediately on opening.

Staffing levels and equipment provision should ensure that customers are served in a timely manner and should recognise fluctuations in business. The same should apply for clearing and cleaning tables after use.

2.3 Food Standards

All foods must be stored, prepared, cooked and served in accordance with all requirements of the prevailing health and food hygiene regulations. It is expected that the successful operator will have a minimum 4 star 'Scores on the Doors' rating for food hygiene and achieve 5 stars within 6 months. Failure to maintain such standard during the period of the contract shall amount to a breach of the concession agreement.

RVBC is keen to promote healthy eating and is seeking a caterer able to provide a wholesome range of food and drinks. Alternative menu choices to deep fat cooked foods, for example, will therefore be welcomed and the supply of fresh fruit, salad and vegetables is to be always promoted.

In line with Central Government policy, locally produced foods should also be used wherever possible, with the emphasis on products from Lancashire and, more particularly, Ribble Valley. We would also encourage involvement in initiatives such as the Ribble Valley Food Trail and achievement of the Taste Lancashire Accreditation.

RVBC is keen to see that the food offer will be varied on a day-to-day basis. Consideration will need to be given to the core offer provided through museum visitors (families, groups,) along with event and function catering. Indicative menus should be provided with your proposals.

2.4 Staffing

The catering operation must be always staffed by sufficient well-trained staff to enable the minimum standards of service previously stated to be attained. All staff must be suitably attired in clean uniforms, be experienced in providing a high standard of customer service and be fully trained in the operation of the facilities for which they are responsible.

There must always be a clearly designated person responsible for the catering operation on duty.

Key staff must also have undergone appropriate DBS checks to ensure there is no valid reason why they should not work with children or vulnerable adults. This information will be checked by the Council with the successful operator.

2.5 Training

All managers and supervisors must have completed 'level 2 food hygiene training' and the FSA 'Food Allergy and Intolerance Training' as a minimum.

2.6 Food Safety Management System

The caterer must have an up-to-date documented food safety management system in place.

The caterer must examine all food operations carried out within the business, including purchase, storage, handling, preparation, cooking, service and transport, and ensure that at each stage, the food is being treated in a safe and hygienic way.

To comply with this legal requirement, it is suggested the caterer downloads and completes the Food Standards Agency - Safer Food Better Business document. This will form the food safety management system.

The pack can be downloaded and printed for free from the Food Standards Agency: <http://food.gov.uk/business-industry/caterers/sfbb/>

2.7 Goods and Equipment

All fixed equipment and furniture shall be provided by RVBC. There are other items of light equipment, including crockery, which are sufficient for the operation of the kitchen. Any such items made available at the time of the new contract shall be itemised and become the responsibility of the contractor. Whilst ownership remains with RVBC the provision of additional light equipment shall be the responsibility of the contractor.

The caterer will be responsible for maintenance costs associated with the fixed equipment, which must be undertaken by suitably qualified engineers nominated by the equipment suppliers and/or RVBC, and for the replenishment of light equipment to the original specification and inventory.

2.8 Cleaning

The caterer will be fully responsible for the cleaning of the catering areas, including both the service and public areas. RVBC and the successful caterer will agree a cleaning schedule at the outset and RVBC retains the right to specify additional work as required within the catering areas. We would expect this to be of a high standard.

Although the caterer is not responsible for the cleaning of toilets during normal operating hours, they shall be responsible for cleaning if used as part of an out of hours function.

In addition, the caterer is also responsible for removing waste from areas used for special events and for returning these areas to the condition they were in prior to the hire (education rooms, exhibition spaces and outdoor areas).

2.9 Health, Safety and Hygiene

It is the responsibility of the caterer to ensure that the catering operation meets all the requirements stipulated by current legislation.

This to include, but not be limited to:

- Health and Safety at Work etc Act 1974
- Food Safety Act 1990
- Food Safety and Hygiene (England) Regulations 2013
- COSHH – Control of Substances Hazardous to Health Regulations 2002

As noted previously it is also the responsibility of the caterer to ensure that all staff are suitably trained in each of the areas listed above.

2.10 Waste Disposal

Disposal of all waste materials generated by the catering operation shall be the responsibility of the caterer and at their expense. Temporary storage will be made available, but it will be the responsibility of the caterer to make arrangements for its removal from site. The caterer should make every effort to re-cycle its waste wherever possible.

2.11 Period of Agreement

RVBC proposes to let the catering facilities for a period of three years from 1st April 2025. An option for further extensions up to a maximum of three years may be negotiable.

2.12 Trading Hours

The catering operation in Atrium Café/Restaurant is to be available during the opening hours of the museum, which currently is 7 days per week (April – October) and 5 days per week November to March, when the museum is closed on a Wednesday and Thursday: (negotiations are underway with Lancashire County Council who operate the museum on behalf of the Borough Council, so these days and hours may change before 1st April 2025.

Period	Hours of Trading
April to October	11am to 4pm
November to March	12.00pm to 4pm

As noted previously these are to be regarded as the minimum trading hours and extended trading times for the café/ restaurant will be welcomed, together with the provision of catering services to private parties using the meeting rooms and other areas of the Castle Museum, subject to the agreement of RVBC.

2.13 Marketing

RVBC, in partnership with Lancashire Museums Service, will be responsible for the marketing and promotion of Clitheroe Castle and Museum to visitor markets. The caterer will be expected to be involved, and contribute to, the overall marketing activity for the site. However, it is recognised that the caterer may wish to specifically promote the facilities for private parties and events and RVBC will be fully supportive of such activity.

However, the image portrayed on any promotional materials used for this purpose must follow the branding guidelines used by RVBC for the promotion of the Clitheroe Castle and Museum and RVBC request that any promotional materials produced by the caterer be agreed in advance. RVBC will not unreasonably withhold their permission for the use of the Clitheroe Castle and Museum logo on agreed marketing materials.

2.14 Operating Costs

The caterer will be expected to meet all operating costs including: costs of sales, labour, direct operating costs arising from the operation of the catering service, energy, utilities, communications, rates and any additional marketing expenditure.

The caterer will be expected to meet all such costs as they become due and failure to do so may lead to the termination of the contract.

3. Performance Monitoring

The caterer will be expected to:

- Provide the agreed catering services according to the operating schedule, unless otherwise instructed.
- Supply the range of foods and drinks itemised in their proposal document to the specification and tariff stated. Any significant changes are to be agreed with RVBC, who will not withhold their agreement without good reason.
- Maintain the catering areas and the areas within the vicinity of the Café.
- Ensure that all staff are adequately trained as detailed in Paragraph 2.5 and that all legislative requirements are met.
- Be aware of RVBC's communication system and report all complaints, customer queries and other information as required.
- Remove all waste materials from site daily.
- Pay the agreed fee at the times agreed.
- An accident book must be retained on site and used appropriately.
- Meet the costs of all expenses as they become due.

ITT SCHEDULE 2

PRICING SCHEDULE (FORM OF TENDER)

CATERING RIGHTS AT THE ATRIUM CAFÉ CLITHEROE CASTLE

Contract for the provision of a daily catering service to visitors at Clitheroe Castle through the operation of a 60-seat café / restaurant and adjacent external seating area.

I/We confirm that the I/We can supply the Contract as specified in the Proposal at the rates shown below.

Payment for Catering Rights for the provision of a daily catering service to visitors at Atrium Café, Clitheroe Castle through the operation of a 60-seat café / restaurant and adjacent external seating area– ANNUAL CATERING RIGHTS FEE Payable quarterly in advance	£ <i>[insert figure net of VAT]</i>
---	--

I/We confirm that we accept the Contract as issued with the Invitation to Tender.

I/We undertake in the event of acceptance of our Tender to execute the Contract from the 01 April 2025 (or otherwise as agreed with the Council).

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/We shall notify you immediately and update such information as required.

I. UNDERTAKING

When you have completed the Tender, please ensure that:

1. You have answered all the questions;
2. You have **provided** all documents requested;
3. You have read and signed the undertaking below.

I certify that the information supplied regarding the Organisation is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the tender. I understand and accept that false information could result in rejection of the application to be selected to take part in the tender process.

I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body. I also understand that any such action will result in rejection of our application to take part in the tender procedure and empower the Council to cancel any contract currently in force.

I understand and agree that if our tender is successful that the Organisation will purchase professional indemnity insurance as required if such insurance is not already held.

I understand and agree to the conditions set out in the Freedom of Information and Environmental Information Statement.

NB This undertaking is to be signed by a Partner, Director or authorised representative i.e. in their name on behalf of the Organisation.

Signed for and on behalf of the Organisation:	
Signed:	
Position/Status in the Organisation:	
Organisation's name:	
Organisation's address:	
Date:	

ITT SCHEDULE 3
BANKERS REFERENCE LETTER

Date: _____

_____ Bank

Dear Sirs

Re: Bankers Reference

I confirm that, by authority of this letter, I give permission for:

_____ Council

To be supplied with a current bank reference in respect of:

Account Name: _____

Account Number: _____ (12345678)

Sort Code: _____ (99-99-99)

Branch: _____

Any costs associated with this reference are to be met by us.

Yours faithfully

SIGNED BY the duly authorised representatives of the parties on [insert date]

SIGNED BY _____ SIGNED BY _____

duly authorised to sign for and
on behalf of [Name of Contractor]

duly authorised to sign for and
on behalf of the Council

[in the presence of]

Witness signature _____

Name: _____

Address: _____

Occupation: _____

ITT SCHEDULE 4

Ribble Valley Borough Council

Catering Rights at the Atrium Café, Clitheroe Castle

UNDERTAKING STATEMENT

Before submitting the tender document, please ensure that:

You have answered all the questions;

You have enclosed all documents requested;

You have read and signed the undertaking below.

I certify that the information supplied regarding the Applicant is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the questionnaire. I understand and accept that false information could result in rejection of the tender.

I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body. I also understand that any such action will result in rejection of our tender and empower the Council to cancel any contract currently in force.

I understand and agree that if our tender is successful that the Applicant will purchase professional indemnity insurance as required if such insurance is not already held.

I understand and agree to the conditions set out in the Freedom of Information and Environmental Information Statement.

NB This undertaking is to be signed by a Partner, Director or authorised representative i.e. in their name on behalf of the Applicant.

Signed for and on behalf of the Applicant:

Signed:

Position/Status in the Applicant:

Applicant's name:

Applicant's address:

Date:

ITT SCHEDULE 5

Ribble Valley Borough Council

Catering Rights at the Atrium Café, Clitheroe Castle

CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING

To: ***Ribble Valley Borough Council***
Council Offices
Church Walk
Clitheroe
Lancashire
BB7 2RA

Date:

For the Attention of: ***Head of Legal and Democratic Services***

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate

value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

- enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed:

Name:

Position:

For and on behalf of **[Tenderer]**

.....

ITT SCHEDULE 6

CONTRACT PARTICULARS AND CONCESSION AGREEMENT

Contract Title	Catering Rights at the Atrium Café Clitheroe Castle
Council	Ribble Valley Borough Council.
Contractor	
Initial Commencement Date	01/04/2025
Extension Date	From the 1 April 2028 for extra periods of up to 3 years, extensions granted annually.
Contract Period (including option to extend)	For the period of 3 years with the option to extend for extra periods of up to 3 years with a maximum total contract of 6 years.
Services/Goods/Works	Service
Specification/Description	
Address for Notice	
Price	£ see Pricing Schedule

Council Authorised Officers		
Name	Position	Contact Details
Mark Beveridge	Head of Culture and Leisure Services	Tel 01200 414479

Contractor Manager	
Name	Contact Details

Insurance	
Insurance type:	Minimum level
Employers Liability Insurance	£5 Million
Public Liability Insurance	£5 Million
Product Liability Insurance	£5 Million

SIGNED BY the duly authorised representatives of the parties on [insert date]

SIGNED BY _____ SIGNED BY _____

duly authorised to sign for and
on behalf of [Name of Contractor]

duly authorised to sign for and
on behalf of the Council

[in the presence of]

Witness signature _____

Name: _____

Address: _____

Occupation: _____

DATED: _____

2025

(1) RIBBLE VALLEY BOROUGH COUNCIL

AND

(2) [insert name]

**CONCESSION AGREEMENT FOR THE CATERING RIGHTS
TO THE ATRIUM CAFÉ AT CLITHEROE CASTLE**



**Ribble Valley
Borough Council**

www.ribblevalley.gov.uk

**Ribble Valley Borough Council
Council Offices
Church Walk
Clitheroe
BB7 2RA**

CONTENTS

CLAUSE

1. Definitions
2. Licence
3. Licence Period
4. Signage and Promotions
5. Decoration, Equipment & Services
6. Hygiene, Regulatory & Licensing Compliance
7. The Atrium Cafe
8. Procedures for the use of the Site outside of Designated Hours
9. Complaints
10. Inspection & Audit
11. Staff
12. Function Catering
13. Status
14. Insurance
15. Financial Obligations
16. Indemnity
17. Limitation of Warranties & Liability
18. Termination
19. Assignment
20. Entire Agreement
21. Severance
22. Relationship
23. Notice
24. Third Party Rights
25. Dispute Resolution
26. Governing Law & Jurisdiction

THIS AGREEMENT is made the _____ day of _____ 2025

BETWEEN

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** whose registered office is at the Council Offices, Church Walk, Clitheroe, Lancs BB7 2RA ("**RVBC**"); and
- (2) **[insert]** whose registered office is [insert]. ("**Licensee**").

RECITALS

- A. RVBC is the owner of the Site of which the Designated Space forms part.
- B. The Licensee wishes to sell hot and cold food and beverages including alcoholic beverages from the Designated Space upon the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions

- 1.1 In this Agreement the following expressions shall have the following meanings:

“the Access Ways”

means the roads paths entrance halls corridors lifts and staircases on the Site the use of which is necessary to obtain access to and egress from the Designated Space or those of them that afford reasonable access and egress thereto and therefrom and that RVBC in its absolute discretion designates from time to time on 28 days’ notice to the Licensee.

“the Building”	means that building constructed on part of the land known as Clitheroe Castle Grounds Clitheroe edged red on the attached plans.
“the Commencement Date”	the Licence Period shall commence on 1 April 2025.
“the Designated Hours”	means at least the opening hours of the Castle Museum.
“the Designated Space”	means the Atrium Café.
“the Equipment”	means those items of equipment provided by RVBC and which are set out in the inventory attached to this Agreement in Schedule A
“Food Hygiene Rating Scheme”	means the national food hygiene rating scheme run in partnership between the Council and the Food Standards Agency.
“Functions”	means any events organised by RVBC, the Museum Service, and/or any external individual or organisation taking place on the Site.
“Licensee Functions”	means any events organised by the Licensee to take place on the Site.

“Headings”	the clause and sub clause headings in this Licence do not form part of this Licence and must not be taken into account in its construction or interpretation.
“the Museum Service”	means the Lancashire Museum Service.
“the Licence Fee”	means the [insert]
“the Licence Period”	The Licence Period shall be continued in accordance with Clause 3.
“the Atrium Café”	means the café area on the first floor of the glass atrium part of the building, the garden area to the rear, and the terrace to the front together shown edged in blue on the attached plan.
References to Clauses	any reference in this Licence to a clause or sub clause is to be construed as a reference to the clause or sub clause of this Licence so numbered.
“the Site”	means all that land and buildings at Clitheroe Castle Museum, Castlegate Clitheroe, Lancashire, consisting of the Building and the Access ways.

“the Services”

means the standard services in respect of gas electricity water waste water business rates and other items as agreed to be provided from time to time by RVBC to the Licensee the cost of which is payable by the Licensee to RVBC upon receipt of periodic invoice which services may be varied by addition and/or subtraction from time to time by RVBC as RVBC determines in its absolute discretion on 28 days' notice to the Licensee and details of said services shall be supplied by RVBC to the Licensee upon reasonable request.

“the Turnover”

means the value of the Licensee's gross sales from its business at the Designated Space both during and outside of Designated Hours, and in relation to Functions

2. Licence

2.1 In consideration of the Licence Fee RVBC gives the Licensee the right for the Licence Period in common with RVBC and all others authorised by RVBC (so far as is not inconsistent with the rights given) to use:

2.1.1 the Designated Space for the purpose only of café use in connection with the Licensee's business.

2.1.2 the Access Ways for access and egress from the Designated Space.

2.1.3 the toilet facilities in common with other occupiers of the Building.

2.2 The Licensee shall not:

2.2.1 use the Designated Space and/or Access Ways in such a way as to cause nuisance, damage, inconvenience or interference of any nature to RVBC and/or the Site and/or any other licensee, occupant and/or user of the Site and/or adjoining or neighbouring property and/or to the owners, occupiers or users of such adjoining or neighbouring property; and

2.2.2 impede in any way RVBC or its officers, servants or agents in the exercise of RVBC's rights of possession and control of the Site and every part of the Site.

3. Licence Period

3.1 This Licence shall extend for a period of 3 years from the Commencement Date and shall not be terminable by either party within that period save in accordance with this Licence.

3.2 The period of 3 years may be extended at the option of RVBC for a further period as RVBC may determine, and upon such terms as RVBC shall determine.

3.3 The option shall be exercisable as follows:

3.3.1 RVBC shall give notice of its wish to extend the Licence Period and the proposed terms upon which any extension would be offered to the Licensee not less than 1 month before the second anniversary of the Commencement Date.

3.3.2 The Licensee shall serve a counter notice on RVBC accepting the extension or not accepting the extension within 6 weeks of RVBC's notice.

3.3.3 A failure to serve a notice or a counter notice shall be taken as indicating that RVBC does not wish to exercise the option or that the Licensee does not wish the Licence to be extended as the case may be.

4. Signage and Promotions

- 4.1 The Licensee shall be entitled to erect signage of a nature and quality acceptable to RVBC such signs to be of a number to be mutually agreed from time to time between the parties and to be displayed only at those places in the Designated Space as the parties may from time to time agree.
- 4.2 RVBC agrees and undertakes to provide reasonable space at RVBC's discretion at the entrance to the Site for such of the Licensee's advertisements and signage as RVBC may from time to time agree with the Licensee.
- 4.3 The Licensee undertakes not to display any signs, notices or promotional materials in the Designated Space, save those specifically authorised in this Agreement, without the prior consent of a properly authorised employee of RVBC.
- 4.4 The Licensee shall have the right throughout the duration of this Agreement to conduct consumer promotions related to the Licensee's goods and/or services at parts of the Site outside the Designated Space. All fees and expenses related to such promotions shall be at the cost of the Licensee. The nature of such promotions, their duration, content and scheduled dates and times for commencement and conclusion shall be consistent with usual promotions permitted by RVBC and shall be agreed between the Licensee and RVBC. RVBC shall extend its reasonable cooperation to the Licensee in the conduct and staging of such promotions.
- 4.5 RVBC shall have the right throughout the duration of this Agreement to conduct consumer promotions relating to RVBC's goods and/or services within the Designated Space. All fees and expenses related to such promotions shall be the responsibility of RVBC and the Licensee, and shall be agreed in advance whenever possible. The nature of such promotions, their duration, content and scheduled dates and times for commencement and conclusion shall be consistent with usual promotions permitted by RVBC. The Licensee shall extend its reasonable cooperation to RVBC in the conduct and staging of such promotions.

- 4.6 The image portrayed in any promotional materials used by the Licensee for the Designated Space must follow the branding guidelines used by RVBC for the promotion of the Site.
- 4.7 All promotional materials produced by the Licensee must be agreed by RVBC in advance.

5. Decoration, Equipment and Services

- 5.1 RVBC shall provide equipment and decoration of the licensed area appropriate to that of the operation of a food and beverage operation. Throughout the Licence Period RVBC shall maintain the décor, and condition of the Designated Space.
- 5.2 RVBC shall provide, retain title to and maintain in full and effective working order in the Designated Space the Equipment for the Licensee's exclusive use, save for any movable furniture, which it shall be the responsibility of the Licensee to maintain. The reasonable costs of any such maintenance shall be borne by the Licensee
- 5.3 The Licensee agrees and undertakes:
 - 5.3.1 not to bring any furniture, equipment, goods or chattels onto the Site without the consent of RVBC save as may be strictly necessary for the proper exercise of the rights given in Clause 2 or in order to carry out the Licensee's obligations under this Agreement.
 - 5.3.2 that any furniture, equipment, goods or chattels brought by the Licensee or on the Licensee's behalf onto the Site (whether in accordance with sub-clause 5.3.1 or otherwise) shall remain the property of the Licensee and shall be maintained by the Licensee at all times to the same high standard as RVBC shall maintain the Equipment.
 - 5.3.3 not to install on the site any equipment required by them in connection with an alternative service belonging to any third party on the Site and only then with the prior written consent of RVBC and in such position as RVBC may decide provided that sufficient space is available.

- 5.4 RVBC shall use its best endeavours to provide the Services to the Licensee throughout the duration of the Licence provided always that RVBC shall not be liable to the Licensee nor shall the Licensee have any claim against RVBC in respect of any interruption in any of the Services by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by any cause beyond RVBC's control or by reason of mechanical breakdown or otherwise.

6. Hygiene, Regulatory and Licensing Compliance

- 6.1 The Licensee agrees and undertakes:

- 6.1.1 to keep the Designated Space clean and tidy and clear of rubbish at all times and to leave the same in a clean and tidy condition and in good serviceable and decorative repair;
- 6.1.2 not obstruct the Access Ways or cause the same to become dirty or untidy nor to leave any rubbish on them;
- 6.1.3 to comply with any and all instructions given by RVBC in relation to hygiene and food safety and in any event to operate the highest standards of cleanliness and hygiene at all times in the Designated Space;
- 6.1.4 not to commit any act and/or omission which would or might constitute a breach of any statutory or regulatory requirement affecting the Designated Space and/or the Site or which would or might invalidate in whole or in part any insurance effected in respect of the Designated Space and/or Site from time to time;
- 6.1.5 to observe any and all reasonable rules and regulations as RVBC may make and of which RVBC shall notify the Licensee from time to time in writing governing the Licensee's use of the Designated Space and/or the Access Ways; and
- 6.1.6 that if at any time it has more than 5 employees then it must record any significant findings identified when carrying out a risk

assessment of the Designated Space and supply evidence thereof to RVBC on demand.

- 6.2 The Licensee shall ensure that its staff and equipment (including but not limited to the Equipment) prepare and dispense food and drink hygienically and free from contamination and adulteration and that the Designated Space always complies with the relevant hygiene and public health regulations, including but not limited to:

Food Safety Act 1990

Food Safety and Hygiene (England) Regulations 2013

Health and Safety at Work Act 1974

COSHH – Control of Substances Hazardous to Health Regs 2002

- 6.3 The Licensee must produce a food safety plan, which shall include: the origin of the foods methods, practices for the transportation, storage, preparation and service of all food items, practices for operating and monitoring food temperature control, cleaning and hygiene schedule, safe handling of cleaning chemicals and equipment, hygienic handling of money and safe handling of gas cylinders or other forms of fuel used by the catering operation (the “Food Safety Plan”).
- 6.4 All parts of the Food Safety Plan, which require daily or weekly monitoring, must be recorded with the records retained at the Designated Space for inspection.
- 6.5 The Licensee shall carry out a full risk analysis, which must form part of the training given to its employees at the Atrium Café.
- 6.6 The Licensee shall always comply with all relevant health and safety standards or regulations relating to the storage and preparation of food stuffs and all statutory and other legal requirements and regulations of local authorities and other bodies.
- 6.7 The Licensee shall ensure that the Atrium Café receives a minimum rating of 4 for each Food Hygiene Rating carried out during the Licence Period.

- 6.8 If at any time RVBC is reasonably of the opinion that the Licensee is not complying with its obligations under Clauses 6.2 and 6.7 RVBC may, without prejudice to any other remedies available to it, give the Licensee written notice of the steps it requires the Licensee to take in order to ensure compliance with these obligations and the time limit by which the Licensee must comply. If the Licensee does not resolve these issues within the time limit RVBC shall have the right to terminate this Agreement.
- 6.9 The Licensee shall always ensure at its own cost that there are in force in relation to the Designated Space and, if required as a result of the Licensee's use of the Designated Space, the Site all necessary licences and consents required for the operation of the Licensee's business from the Designated Space including but not limited to those required for:
- 6.9.1 the sale or offering for sale of food, drink and/or alcoholic beverages;
 - 6.9.2 the playing of music, audio-visual equipment or any other form of public entertainment; and/or
 - 6.9.3 any operation of the Licensee's business at the Designated Space outside the Designated Hours.
- 6.10 If the Licensee obtains the necessary licences and consents for operation of the Licensee's business at the Designated Space outside the Designated Hours, the Licensee will:
- 6.10.1 give RVBC as much notice as possible of such late closing requirement; and
 - 6.10.2 reimburse RVBC in full for any costs incurred by RVBC because of accommodating such late closing by the Licensee.

7. The Atrium Café Service and Food Offer

- 7.1 The Licensee must provide a high-quality range of hot and cold food and drink, with as wide a range as possible.
- 7.2 The Licensee shall ensure that a range of hot and cold drinks and cold snack foods are available immediately upon the opening of the Atrium Café. Hot food items may be prepared to order.
- 7.3 The Licensee shall ensure that it provides a wholesome range of food and drinks to promote healthy eating.
- 7.4 The Licensee shall ensure that no genetically modified foods are used, and all cooking facilities and methods should ensure that the levels of fat and salt within prepared food are minimised.
- 7.5 The Licensee shall ensure that alternative menu choices to deep fat cooked foods shall be made available and the supply of fresh fruit, salad and vegetables is to be always promoted.
- 7.6 The Licensee shall ensure that locally produced foods are available wherever possible.
- 7.7 The Licensee shall seek to gain national accreditation for the quality of the local produce used and shall promote the “Taste of Lancashire” and the “Ribble Valley Food Trail”.
- 7.8 The Licensee shall ensure that customers are not waiting to be served for longer than 15 minutes.
- 7.9 The Licensee shall ensure that all catering areas are kept in a clean and tidy condition throughout the day, and that used tables are cleaned within 5 minutes of the departure of customers.

Waste

- 7.10 All waste generated because of the operation of the Atrium Café shall be the responsibility of the Licensee who shall ensure that it is disposed of in the proper manner.
- 7.11 Subject to Clause 7.10 the Licensee may use the storage space edged in pink on the attached plan for the storage of waste.

8. Procedures for use of Site outside of Designated Hours

- 8.1 The Licensee shall whenever practicable, and subject to the prior approval of RVBC and/or the Museum Service, have access to the Site and/or the use of all other areas of the Building.
- 8.2 The Licensee shall comply with any operational procedures which the Museum Service has in place for the use of the Building at all times when it has access to it pursuant to clause 8.1 above.
- 8.3 In the event that the Licensee wishes to occupy the Building outside of the normal operational hours of the Museum Service, the Licensee must:
- 8.3.1 produce and obtain prior approval from RVBC and the Museum Service of the operational procedures it intends to employ during that period.
- 8.3.2 nominate a suitable person to be responsible for the security of the Building.

- 8.4 The Licensee shall attend monthly operational meetings with RVBC and the Museum Service.

9. Complaints

- 9.1 The Licensee must notify RVBC of all material customer or other complaints received by the Licensee within 24 hours of it receiving them. The Licensee must handle all complaints in a reasonable and appropriate manner. If a customer commences legal proceedings against the Licensee, the Licensee

must notify RVBC immediately and RVBC shall have the option of conducting the proceedings on the Licensee's behalf.

10. Inspection and Audit

10.1 The Licensee shall keep full and adequate records of all business conducted within the Designated Space and upon reasonable notice permit RVBC suitable access to inspect such records.

10.2 The Licensee must permit and RVBC or its agent or representative shall be entitled without any further or other authority or notice to enter the Designated Space and inspect the quality of the Licensee's business and the food and drink supplied and to speak to customers and the Licensee's employees at the Designated Space or elsewhere on the Site about the Licensee's business and the food and drink supplied so as to ensure that the high standards associated with the Site are being achieved and maintained. Such inspections shall be for the purpose of checking whether the operation of the Licensee's business from the Designated Space is being carried out in accordance with the Licensee's obligations under this Agreement.

10.3 The Licensee must co-operate fully and comply with all RVBC's requests for information, documentation or other matters in the course of the quality control activities carried on by RVBC and must comply with and carry out all RVBC's instructions and requests aimed at ensuring quality control. The Licensee must use its best endeavours to ensure that any third party co-operates with RVBC and complies with RVBC's instructions and requests in this regard.

10.4 The Licensee shall produce quarterly reports to be presented to RVBC. Such reports shall include as a minimum details of the number of customers served, and the number of events/activities held during that period.

11. Staff

11.1 The Licensee shall keep the Designated Space fully and properly staffed during the Designated Hours, and/or during any additional later hours, which it is permitted to open.

- 11.2 The Licensee must ensure that a competent individual answers the telephone at the Designated Space during the Designated Hours. An answer phone should be used outside of the Designated Hours.
- 11.3 The Licensee must ensure that it always retains personnel sufficient in number and ability to service its business from the Designated Space adequately. The Licensee must ensure that the kitchen staff appointed can manage the kitchen and in particular organising purchases, portion control, cleanliness and the compliance with statutory and regulatory requirements.
- 11.4 The Licensee shall always be responsible for the cost of all of its employees, including wages, national insurance contributions, sick and holiday pay.
- 11.5 The Licensee shall ensure that all its employees conduct themselves in such manner as not to discredit or adversely affect the reputation of the Site.
- 11.6 The Licensee shall ensure that all its employees are always when at the Site whether or not in the Designated Space and/or the Access Ways, clean and tidily clothed in approved uniforms. The Licensee must comply with all reasonable instructions that RVBC gives to the Licensee regarding the cleanliness, clothing, appearance or demeanour of the Licensee's employees to maintain the uniform high standards associated with the Site.
- 11.7 The Licensee must notify RVBC immediately if any of the Licensee's directors, shareholders, employees or agents are arrested or questioned by the police in connection with an offence committed at the Site or otherwise connected with the Designated Space.
- 11.8 The Licensee undertakes to RVBC that the Licensee shall fully indemnify and keep indemnified RVBC against losses which RVBC may suffer and/or incur by reason of any claims made by or on behalf of any of the Licensee's employees and arising from or in connection with their employment or its termination on or after the Commencement Date.
- 11.9 The Licensee shall ensure that all its' staff have undergone appropriate Disclosure and Barring Service ("DBS") checks to ensure that there is no valid reason why they should not work with children or vulnerable adults.

- 11.10 The Licensee shall ensure that all of its staff employed at the Atrium Café are in possession of a valid Food Hygiene Certificate and all managers and supervisors must have completed 'level 2 food hygiene training' and the FSA 'Food Allergy and Intolerance Training' as a minimum .

12. Functions

- 12.1 The Licensee shall provide upon reasonable notice hot and cold food and beverages, including without limitation alcoholic beverages if requested, at Functions. The price of such provision to be agreed in advance of the Function by the parties.
- 12.2 In the event that the Licensee is unable to fulfil its obligations under clause 12.1 or should RVBC or any other organisation choose not to request such services from the Licensee, alternative arrangements may be made with any outside organisation.
- 12.3 The Licensee shall be entitled to hire the meeting rooms within the Site for the purposes of meetings and/or functions upon reasonable notice from time to time to RVBC, and/or the Museum Service, and upon RVBC's standard terms for hire of such rooms.
- 12.4 The Licensee shall bear all and any costs arising from it exercising its entitlement under clause 12.3.
- 12.5 The Licensee shall notify RVBC of all Licensee Functions which are to take place during the opening hours of the Castle Museum. Such notification shall be provided in writing, not less than 14 days in advance of the date on which the Licensee Function is to take place.
- 12.6 A Licensee Function notified to RVBC in accordance with clause 12.5 shall not take place unless agreement is received in writing from RVBC. RVBC will confirm whether it agrees to the Licensee Function taking place in writing within 7 days of receiving notification.

13. Status

- 13.1 The Licensee must not hold itself out as or describe itself as an agent of RVBC, or in any way pledge the credit of RVBC or purport to do so.

14. Insurance

14.1 The Licensee shall insure with a major reputable insurance company with cover at the minimum levels set out below, against all normal and reasonably foreseeable risks relating to the conduct of the Licensee's business from the Designated Space, the provision of food and drink and the use of the Equipment, including without prejudice to the generality of the foregoing:

14.1.1 Public liability - £5 million;

14.1.2 Employer's liability - £5 million; and

14.1.3 Product liability, howsoever arising - £5 million.

14.2 RVBC will require proof that premiums have been paid. Certified copies of all cover notes and insurance policies must be sent to RVBC upon request. RVBC shall not be liable for any losses the Licensee may suffer or claims the Licensee may have as regards the adequacy of the insurance cover taken by the Licensee.

15. Financial Obligations

15.1 The Licensee shall pay to RVBC the Licence Fee in in four equal shares, to be paid on or before 1 April, 1 July, 1 October and 1 January each year.

16. Indemnity

16.1 The Licensee shall indemnify RVBC and keep RVBC fully and effectively indemnified against any and all losses, claims, demands, actions, proceedings, damages, costs or expenses (including legal costs and expenses) or other liability arising in any way from this Agreement, any breach of the Licensee's undertakings contained in this Agreement or the exercise or purported exercise of any of the rights given in Clause 2 by the Licensee and/or by any invitee or customer of the Licensee.

17. Limitation of Warranties and Liability

17.1 RVBC gives no warranty that the Designated Space is legally or physically fit for the purposes specified in Clause 2.

- 17.2 RVBC shall not be liable for the death of, or injury to the Licensee (or its employees, agents, sub-contractors, customers and/or any other such person having access onto the Designated Space) save only such as may be caused solely by RVBC's negligence, or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by Clause 2.

18. Termination

- 18.1 RVBC may terminate this Agreement forthwith by notice in writing to the Licensee if the Licensee has failed to remedy any remediable breach within a period of 30 (thirty) days of the receipt of a notice in writing from RVBC requiring the Licensee to do so.

- 18.2 RVBC may terminate this Agreement forthwith by notice in writing to the Licensee if:

18.2.1 the Licensee commits any material breach of its obligations under this Agreement;

18.2.2 the Licensee is in persistent breach of its obligations under this Agreement;

18.2.3 the Licensee is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, take or suffer any similar action in any jurisdiction or any step is taken (including without limitation the making of an application on the giving of any notice) by it or by any other person in respect of any of these circumstances; and/or

18.2.4 any sum required under the terms of this Agreement is not paid or submitted at the latest within 14 (fourteen) days following its due date.

- 18.3 Upon termination of this Agreement for any reason the Licensee shall vacate the Designated Space and the Site and shall remove any and all signage,

advertising and promotional materials, furniture, equipment and goods belonging to the Licensee from the Designated Space and the Site.

19. Assignment

- 19.1 The benefit of this Licence is personal to the Licensee and, save with the agreement of RVBC is, not assignable and the rights given in Clause 2 may only be exercised by the Licensee and its employees, duly authorised independent contractors and customers.

20. Entire Agreement

- 20.1 This Agreement including its Schedules constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to its subject matter.
- 20.2 The parties agree that they have not entered into this Agreement in reliance on any promise, assurance, representation, warranty, details and/or specification (whether in writing or not) that is not expressly set out in the Agreement. Nothing in this Agreement shall exclude liability for any fraudulent statement and/or act made prior to the date of this Agreement.
- 20.3 Each of the parties acknowledges and agrees that the only remedy available to it for breach of this Agreement shall be for breach of contract under the terms of the Agreement and it shall have no right of action against any other party in respect of any promise, assurance, representation, warranty, details and/or specification (whether in writing or not) that is not expressly set out in this Agreement.

21. Severance

- 21.1 Any invalidity, illegality or unenforceability of any or any part of a provision of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions of this Assignment.

22. Relationship

- 22.1 Nothing in this Agreement is intended to or shall operate to create a partnership or the relationship of principal and agent or of employer and employee or a joint venture of any kind between the parties.

23. Notice

- 23.1 Any notice under this Agreement shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at the address set out on the first page of this Agreement or such other address as that party may from time to time notify in writing and shall be deemed to have been served if sent by registered post 48 (forty-eight) hours after posting.

24. Third Party Rights

- 24.1 All third-party rights are excluded. and no third-party shall have any right to enforce this Agreement. Any right of a third-party to enforce this Agreement may be varied and/or extinguished between the parties to this Agreement without the consent of the third-party.

25. Dispute Resolution

- 25.1 All disputes or differences which shall at any time arise between the parties in respect of the construction or effect of this Agreement, or the rights, duties and liabilities of the parties hereunder, or any matter or event connected with or arising out of this Agreement (a “**Relevant Event**”) shall be resolved by the parties by negotiating in good faith. If the parties fail to resolve such dispute(s) within 20 working days from the date such dispute arose, then either party may refer the matter for determination in accordance with clause 25.2.
- 25.2 A dispute referred for determination under clause 25.1 shall be resolved as follows:
- 25.2.1 following a cooling off period of 7 working days, by referral in the first instance to the Managing Director of the Licensee and the Chief Executive of RVBC for a decision;
 - 25.2.2 if a dispute is not resolved within 15 working days of its referral pursuant to clause 25.2.1, such dispute shall be referred to mediation in accordance with clause 25.3.
- 25.3 To initiate mediation, a party must give notice in writing (“**the Mediation Notice**”) to the other party to the dispute in accordance with **clause 25**. Where mediation is initiated, the parties will attempt to settle the dispute by

mediation in accordance with the model mediation procedures (“**the Procedures**”) published by the Centre for Effective Dispute Resolution, CEDR Solve (“**the Service Provider**”).

- 25.4 The parties will seek to agree the appointment of a mediator but failing agreement within 28 days of the service of the Mediation Notice, either party may ask the Service Provider to nominate a mediator.
- 25.5 In the event that there are no such Procedures available for nominating a mediator and the Service Provider is unable or unwilling to nominate a mediator, either party may ask the President of the Law Society of England & Wales (or its successor body) to nominate a mediator and to recommend a mediation procedure. The parties will accept such nomination under either this or the preceding sub clause and the recommended mediation procedure.
- 25.6 If either party refuses at any time to participate in the mediation procedure and in any event if the dispute is not resolved within 60 days of the service of the Mediation Notice, then either party may commence proceedings in accordance with clause 26.

26. Governing Law and Jurisdiction

26.1 This Agreement is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

THIS AGREEMENT has been entered into on the date stated at the beginning of it

THE COMMON SEAL OF)
RIBBLE VALLEY BOROUGH)
COUNCIL was hereunto)
affixed in the presence of:-)

Mayor

Chief Executive

SIGNED AS A DEED by the)
said)
in the presence of:-

SCHEDULES

Schedule A: Inventory – To be confirmed prior to contract commencement

Schedule B: Site details

Schedule A: Inventory

To be confirmed prior to contract commencement

Schedule B: Site details



