



Leigh-on-Sea Town Council

71-73 Elm Road, Leigh-on-Sea, Essex SS9 1SP - Tel: 01702 716288
council@leighonseatowncouncil.gov.uk www.leighonseatowncouncil.gov.uk

Chairman: Cllr Caroline Parker
Vice Chairman: Cllr Paul Lawrence
Town Clerk: Paul Beckerson



MINUTES OF A MEETING OF THE LEIGH COMMUNITY CENTRE COMMITTEE HELD AT 7.30PM ON THURSDAY 2nd JANUARY 2014 AT LEIGH COMMUNITY CENTRE, 71-73 ELM ROAD. LEIGH-ON-SEA

Present Cllrs: Mark Bromfield (Chairman), Syrie Cox, Richard Herbert, Jerry Holden, Pat Holden, Paul Lawrence, Carole Mulroney, Caroline Parker (until Min 86), Cliff Passmore and David Stanley (from Min 85).

In attendance: Cllr Donald Fraser, Paul Beckerson (Town Clerk), Vanda Moyse (LCC Manager)

The meeting opened at 7.32pm

80. CHAIRMAN'S OPENING REMARKS

The Chairman welcomed members to the meeting.

81. APOLOGIES FOR ABSENCE

There were none

82. MINUTES OF MEETING HELD ON 4th DECEMBER 2013

The minutes of 4th December 2013 were agreed as a correct record with the following amendments, in minute 72, paragraph 5 alter last sentence to say "It was suggested that the level of funding would be in the region of £2,000", in paragraph 6 replace "Contingency" with "Setup", in the recommendation delete all after 'operation' and signed by the Chairman.

83. DECLARATION OF MEMBERS' INTERESTS

There were none.

84. MOTION TO EXCLUDE PUBLIC – The Public Bodies (Admission to Meetings) Act 1960

That in view of the confidential nature of the business to be transacted in agenda items 6, 7 and 8 the public and press be temporarily excluded and they are instructed to withdraw (SO.1c) – (Contractual).

Start of Confidential Business

85. LCC CAFETERIA – APPROVAL OF CAFETERIA SERVICE AGREEMENT – Report 2293A/JH (Confidential Appendix 1 to the agenda)

Members considered the Draft Service Level Agreement making some amendments; the revised report is attached as Confidential Appendix 1.

Cllr David Stanley joined the meeting.

86. LCC CAFETERIA – APPROVAL OF CAFETERIA LICENCE (Confidential Appendix 2 to the agenda)

Members considered the Draft Licence making some amendments; the revised licence is attached as Confidential Appendix 2.

It was **agreed** that the Chairman of Council would sign the Service Level Agreement and Licence on behalf of the Council.

There was some discussion relating to the Town Clerk's role as a volunteer in setting up the Community Interest Company and the fact that he was a Director of the Company and whether this would engender a conflict of interest.

It was pointed out by a member that it was quite normal for Councillors or Staff to be made Directors of organisations¹ which promoted the aims of objectives of the Community and the Council. A contrary view was expressed that the Town Clerk could not fulfil his duties as a Director under company law as his interest lies with the Council.

Elsie's Place C.I.C. has declared in its Community Interest Statement that the beneficiaries are the residents of Leigh-on-Sea and users of the Community Centre, and that its activities are to provide café services within the Leigh Community Centre and that the community will benefit because:

The service will operate in accordance with the principles set out in the Leigh Community Centre's Business Plan:

"The coffee lounge/café will provide a focal point for [the Centre's] social activities as well as offering a welcoming venue to the casual visitor. It will serve as a meeting place for local residents and for community forums, a place where people will become inspired to try new things and discover how they can become more directly involved in the life of their community".

If the company makes any surplus it will be used for the improvement and enhancement of the café area and associated areas within the Leigh Community Centre.

A view was expressed that any involvement by the Town Clerk in the company would cause a conflict of interest as he could not protect the interest of the Council and the company at one and the same time.

See separate note attached to these minutes for clarification on this point which is attached for information and does not form part of these minutes.*

For the sake of transparency the Committee **RESOLVED** the following:

The position of Town Clerk as a Director of the Company shall cease at such time as the indebtedness to the Council has been satisfied and the Town Clerk would then revert to an advisory only role.

Cllr Caroline Parker left the meeting.

87. ARTIST'S USE OF ATTIC SPACE – TO APPROVE ATTIC LICENCE – (Confidential Appendix 3 to the agenda)

Members considered the Draft Licence making some amendments; the revised licence is attached as Confidential Appendix 3.

End of Confidential Business

88. SURVEYOR'S REPORT ON ATTIC SPACE (Appendix 1 to the agenda)

Members discussed the report in some detail regarding its depth and validity in particular the fact that in the covering letter the surveyor pointed out that he was not an expert on attic spaces. The safety aspects regarding the use of the kiln were discussed in terms of weight and heat. The

¹ In his previous employment the Town Clerk has been a Director of companies as both a Councillor and an Officer representing the Council.

Licence agreement did cover these points in terms of HSE guidelines and compliance with Building Regulations. It was raised that a member had not been informed about the use of a Kiln.

Members discussed the possibility of a full structural survey and the drawing up of plans for an application under building regulations. The Committee did not identify a budget to fund this and it was not progressed. Copies of any risk assessments would be provided when the Licensee has prepared them. A copy of the LTC risk assessment was also requested

The Town Council's insurers would be asked to confirm if any further cover was required.

The Committee wished to seek further assurance as to the appropriateness of the proposed use.

It was therefore **proposed** to confirm with SBC Assets Management that they had no objection to the proposed use, that SBC Building Control be asked to advise on any Building Regulation requirements and if permission was required, that the Essex Fire Service be requested to give informal advice on any safety issues and these comments would be recorded and that no further work should take place until the use had been confirmed as acceptable.

That any costs associated with the proposed use be identified and reported to the next meeting of the Committee.

Proposed Cllr Carole Mulroney; Seconded Cllr Jerry Holden.

A recorded vote was requested:

For the proposal: Cllrs Mark Bromfield, Syrie Cox, Jerry Holden, Pat Holden, Paul Lawrence, Carole Mulroney, Cliff Passmore and David Stanley.

Against the proposal: Cllr Richard Herbert.

The proposal was therefore **RESOLVED**.

The Community Centre Manager will conclude the Licence under her delegated powers should advice confirm there are no issues to prevent the use.

The Community Centre Manager will report all the advice received back to the next meeting of the LCCC. In the event that the advice raised any items of concern to prevent the use, members will be requested to discuss the way forward.

89. SURVEYOR'S REPORT ON FAÇADE AS BASIS FOR OBTAINING QUOTATIONS (Appendix 2 to the agenda)

Some members questioned the scope of the survey indicating that they thought it was just going to be an H&S check. In response it was pointed out that this had been superseded by the resolution contained in minute 59 of the LCCC meeting of 6th November 2013.

The Committee **RESOLVED** to obtain three quotations and that the specification as outlined in the report be broken down by way of priority.

90. RECONSIDERATION OF 2014/15 BUDGET REFERRED BACK BY F&GPC (Appendix 3 to the agenda)

Members **noted** the full year outturn in Appendix 4 and that the budget had been prepared on a historic cost basis. Some discussion took place regarding providing a detailed narrative as to why budget amounts had been changed and as to why percentage increases had been applied. The Town Clerk reported that all the figures in the proposed budget had been based on the actual annual outturn. If there has been a change that is not historically based a narrative or bullet point will be added as explanation.

The Committee **RESOLVED** not to amend the proposed budget.

91. BUDGET REPORT – Report 2301/LCC – (Appendix 4 to the agenda)

It was **agreed** to make the following virements:

£400 from Miscellaneous to Janitorial Costs

£350 from Miscellaneous to Catering

The Committee **RESOLVED** to grant a bursary of £350 to the Thursday Club to assist in their room hire costs. Members undertook to advertise the availability of the bursary to charitable groups within Leigh.

The Committee **RESOLVED** to carry forward any underspends from the External Maintenance and Licensing Budgets at the end of the financial year.

The reports were **noted**.

The meeting closed at 10.27pm

* Post meeting note of explanation regarding the Town Clerk's role as a Director of Elsie's Place C.I.C.

As Elsie's Place C.I.C. will provide a service fulfilling the aims and objectives of Leigh Town Council it is unlikely that a conflict of interest will arise. Furthermore the Town Clerk is a Director of the C.I.C. to oversee and protect the financial interest of the Council (in acting as such the Town Clerk will abide by Regulation 4, article 16 (Conflicts of Interest) of the SI: 2008 No. 3229 The Companies (Model Articles) Regulations 2008 and will take no part in any decision by the company regarding its interaction with the Council or operational matters germane to the business.



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Leigh Community Centre Cafeteria Service Agreement

1. Overview

- 1.1 This document represents a Service Agreement ('the Agreement') between Leigh-on-Sea Town Council, ('the Council'), and Elsie's Place C.I.C. ('the Licensee') for the provision of cafeteria services in the Leigh Community Centre ('the Centre'), Elm Road, Leigh-on-Sea.
- 1.2 This Agreement must be considered in conjunction with the Licence to Provide a Cafeteria in the Leigh Community Centre ('the Licence') dated
- 1.3 The Licensee is a properly formed and constituted organisation and financially independent of the Council.
- 1.4 The Council leases the Centre from Southend-on-Sea Borough Council and operates it in accordance with the principles, aims and objectives as outlined in the Business Plan published in May 2012.
- 1.5 This Agreement outlines the scope of the cafeteria service and the responsibilities and obligations of both the Council and the Licensee.
- 1.6 is authorised by a resolution of the Board of Directors of the Licensee at a meeting on to sign this Agreement.

2. Aim

- 2.1 The purpose of this Agreement is to provide the Licensee with a framework within which it will provide the cafeteria service in the Centre.
- 2.2 This Agreement aims to ensure that the Council and the Licensee will work together to provide a cafeteria which will make a significant contribution to the overall service which the Centre provides to the people of Leigh and of the surrounding area.
- 2.3 The Licensee will operate the cafeteria in accordance with the principles defined in the Centre's Business Plan: "*The coffee lounge/café will provide a focal point for [the*

Centre's] social activities as well as offering a welcoming venue to the casual visitor. It will serve as a meeting place for local residents and for community forums, a place where people will become inspired to try new things and discover how they can become more directly involved in the life of their community".

- 2.4 A major principle governing the operation of the Centre is social inclusivity and it is expected that the Licensee will provide a cafeteria service consistent with this principle.

3. The Licensee's Responsibilities

- 3.1 The Licensee will operate the cafeteria in accordance with the Aims of this Agreement and the terms of the Licence.
- 3.2 The Licensee will provide a menu which will include an offering with affordable prices.
- 3.3 The Licensee will seek to source products and ingredients locally wherever possible.
- 3.4 The Licensee will ensure that its staff meet the required Food Hygiene and Health and Safety standards.
- 3.5 The Licensee will ensure that the cafeteria area, as defined in the Licence, is kept clean and tidy and that passage ways are kept clear of obstruction and free from hazard.
- 3.6 The Licensee will remove all rubbish and waste in a timely and appropriate fashion to the areas/receptacles as determined by the Council.
- 3.7 The Licensee will ensure that all appliances and equipment provided by it meet the necessary electrical and safety standards.
- 3.8 The hours of operation will be flexible and respond to demand. The Licensee will provide a minimum weekday schedule which will be agreed with the Council. Also by mutual agreement opening hours may extend into the evenings and weekends.
- 3.9 Working in conjunction with the Centre Manager, the Licensee will provide a programme of events that will enhance the usage of the cafeteria and of the Centre itself and, as appropriate, will provide comestibles for other events held within the Centre.
- 3.10 The Licensee will offer work experience placement to suitable candidates at appropriate times throughout the year.

4. The Council's Responsibilities

- 4.1 The Council will permit the Licensee to use the Centre's kitchen for the preparation of food and beverages and to store its stock and equipment, and to use the counter, cafeteria area and children's area for the sole purpose of the operation of the cafeteria unless otherwise agreed with the Centre Manager.

- 4.2 The Council will provide kitchen appliances in accordance with an agreed inventory. These will be maintained by the Licensee but will remain the property of the Council.
- 4.3 The Council will provide light, heat, power, water and waste removal free of charge for the initial period of six months but reserves the right to review charges for utilities should it consider it appropriate to do so in the future.

5. Service Monitoring

- 5.1 The Licensee will meet with the Community Centre Manager on a monthly basis to ensure that the terms of operation are being met, to resolve any issues that may have arisen and to discuss and agree initiatives for the future.
- 5.2 The Licensee will provide financial statements of income and expenditure on a monthly basis.
- 5.3 The Licensee will demonstrate to the Council that the cafeteria is operating in accordance with the principles of the Community Centre by supplying an activity report on a monthly basis.

6. Term of Agreement

- 6.1 This Agreement will be reviewed after an initial period of six months.
- 6.2 The Council or the Licensee may terminate this Agreement by giving three months' notice in writing.

Signed on behalf of Leigh-on-Sea Town Council

.....

Date:

Signed on behalf of Elsie's Place C.I.C

.....

Date:



at the heart of the community

71-73 Elm Road, Leigh-on-Sea Essex SS9 1SP Telephone: 01702 477248
enquiries@leighcommunitycentre.com www.leighcommunitycentre.com

Managed by Leigh-on-Sea Town Council

LICENCE TO PROVIDE CAFETERIA IN THE LEIGH COMMUNITY CENTRE

1.0	Particulars	
1.1	The Operator	Leigh-on-Sea Town Council of 71 -73 Elm Road Leigh on Sea Essex SS9 1SP
1.2	The Licensee	Elsie's Place C.I.C.
1.3	The Centre	The Leigh Community Centre 71 -73 Elm Road Leigh on Sea Essex SS9 1SP
1.4	The Plan	The plan annexed hereto
1.5	The Servery Area	The area on the Plan described as cafeteria / bar and the kitchen and shown edged red on the Plan
1.6	The Property	The Servery Area and The Foyer Area
1.7	The Foyer Area	The area on the Plan edged in green
1.8	Term	6 months,

2.0 DEFINITIONS

2.1 The terms defined in this clause and in the Particulars shall for all purposes of this licence have the meanings specified.

2.2 “Financial Statement” means the financial statement prepared by the Licensee showing all income and expenditure for the period from the first of the month to the end of the month in each preceding month of the Term and issued to the Operator no later than the end of the month following that which the Financial Statement covers.

2.3 “Insurance” means cover for equipment and stock owned by the Licensee and any third party liability regarding the Operator’s property and employers’ and public liability.

2.4 “Use” means use of the Servery Area as a cafeteria with ancillary kitchen and whilst the Servery Area is in use by the Licensee the Foyer Area shall be used as a children’s play area provided such use is not exclusive and is freely available to other users of the Centre.

2.5 “Proposal” is the proposal (specifically the items outlined in the Financial / Business model presented by the Licensee to the Operator on the 19th November 2013 to the Cafeteria Working Party and as further agreed by the Leigh Community Centre Committee on 4th December 2013 Minute 72 and as amended by Council on 11th December 2013 Minute 74(d).

2.6 “Terms” are the items agreed at the Leigh Community Centre Committee of the 2nd January 2014.

2.7 “Services” are the utilities including but not limited to gas, electric and water used in the operation of The Property.

3. LICENCE

3.1 The Operator hereby grants the Licensee licence to conduct the Use in the Property

3.2 This Licensee shall not create a tenancy or such other interest in the Property

3.3 The Licensee shall be cognisant of Health and Safety and other requirements of the Leigh Community Centre and encouraged to assist in the case of an emergency.

4.0 TERM OF LICENCE

4.1 The Term of the Licence shall be for a period of 6 months commencing on the 6th January 2014 and extendable for a further 6 months by mutual agreement.

4.2 Forthwith upon the expiry or determination of this Licence the Licensee shall deliver up to the Operator the Property with vacant possession

5.0 FINANCIAL

5.1 The licence fee (“the Licence Fee”) payable to the Operator shall be 50% of the surplus made by the Licensee in operating the Property as set out in the Financial Statement after the Operator’s loan has been repaid in full.

5.2 The Licensee shall provide to the Operator a Financial Statement as set out in clause 2.2, and any monies due to the Operator shall be paid to the Operator by the end of the month following receipt of the Financial Statement.

6.0 LICENSEE’S EQUIPMENT AND STOCK

6.1 All cafeteria services and stock will be provided by the Licensee who will be responsible for any insurance cover and security.

7.0 DECORATION OF CAFETERIA AND BAR AREA

7.1 The existing servery and bar shall not be redecorated or altered in any way without the prior agreement of the Operator.

7.2 All Licensee decorated areas shall be maintained at the expense of the Licensee for the duration of the Licence and on termination shall be left in good decorative order subject to due wear and tear.

7.3 All items brought by the Licensee into the Centre must fit the ethos of the Operator and must comply with all H&S and other requirements.

8.0 FOYER AREA

8.1 When the Licensee is not operating the Servery Area the Foyer Area will be left clear to enable the Operator to use the area for other purposes if required and for the avoidance of doubt the Licensee may not use the Foyer Area unless the Servery Area is being operated at the same time or without the agreement of the Community Centre Manager.

9.0 USE OF SERVERY AREA AND HOURS OF OPERATION

9.1 The Licensee shall make no charge to the users of the Property for entry thereto and further other users of the Centre shall have access to the Servery Area provided such use does not impede the Licensee's operation and the Licensee shall not charge or issue tickets for such use unless appropriate fees have been paid and with the Operator's agreement.

9.2 When the Licensee is not operating the Servery Area the Operator shall have use of the Servery Area including use of the Licensee's tables and chairs but not its catering equipment or stock.

9.3 The Licensee shall not have exclusive use of the Property if the Lower Hall is in use or it would affect room bookings in Room 7 or 9.

9.4 The Licensee's opening hours shall be flexible and respond to demand.

9.5 The Licensee must at its own cost and to the entire satisfaction of the Operator make good any damage caused to any part of the Centre in the exercise of the rights conferred by this Licence

9.6 The Licensee must keep the Property clean and tidy and not place on the Property or the Centre anything that would constitute an obstruction or a risk to the health and safety of anyone working or visiting the Centre

9.7 The Licensee shall comply with all legislation relating to the Property and to the health and safety of persons working or visiting the Centre and with all regulations made by the Operator for the management and operation of the Centre

10.0 INSURANCE

10.1 The Licensee shall be responsible for all insurance as applicable to its operation.

11.0 SERVICES

11.1 The Operator shall be responsible for meeting the costs of all Services.

12.0 ASSIGNMENT OR SHARING

12.1 This Licence is personal to the Licensee and the Licensee must not assign or purport to assign or deal with it in any other way and must not share or allow any other person to use or trade from the Property

13.0 INDEMNITY

13.1 The Licensee must indemnify and keep the Operator indemnified against all liability arising directly or indirectly from the location and use of the Property and any breach of the Licensee's obligations under this licence

14.0 SERVICE OF NOTICES

14.1 Any notice will be properly served if delivered personally to the recipient or in the case of the Licensee left at the Property

15.0 DAMAGE FROM SERVICES

15.1 The Operator will not be liable to the Licensee or any person for any damage or liability caused by any stoppage or defect in any plant or machinery or any interruption to the Services or utilities serving the Centre or the Property that is beyond the Licensor's reasonable control

16.0 THIRD PARTIES

16.1 Nothing in this Licence is intended to confer any right of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

SIGNED by _____)

On behalf of the Operator

SIGNED by _____)

On behalf of the Licensee



at the heart of the community

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Managed by Leigh-on-Sea Town Council

LICENCE TO USE ATTIC SPACE IN LEIGH COMMUNITY CENTRE

1.0	Particulars	
1.1	The Operator	Leigh-on-Sea Town Council of 71 -73 Elm Road Leigh on Sea Essex SS9 1SP
1.2	The Licensee	M Murphy
1.3	The Centre	The Leigh Community Centre 71 -73 Elm Road Leigh on Sea Essex SS9 1SP
1.4	The Plan	The plan annexed hereto
1.5	The Licence Area	The area on the Plan described as Attic space and shown edged red on the Plan
1.6	The Property	The Attic Area
1.8	Term	6 months,

2.0 Definitions

2.1 The terms defined in this clause and in the Particulars shall for all purposes of this licence have the meanings specified.

2.2 “Insurance” means cover for equipment and stock owned by the Licensee and any third party liability regarding the Operator’s property and employers’ and public liability.

2.3 “Use” means use of the Attic Space as an artist’s studio.

2.4 “Terms” are the items agreed at the Leigh Community Centre Committee of the 2nd January 2014 in minute 86.

2.7 “Services” are the utilities including but not limited to electric, water and waste used in the operation of The Property.

4. LICENCE

4.1 The Operator hereby grants the Licensee licence to conduct the Use in the Property

4.2 This Licence shall not create a tenancy or such other interest in the Property

4.3 The Licensee shall be cognisant of Health and Safety and other requirements of the Leigh Community Centre and encouraged to assist in the case of an emergency.

4.0 TERM OF LICENCE

4.1 The Term of the Licence shall be for a period of 6 months commencing on the xx.

4.2 Forthwith upon the expiry or determination of this Licence the Licensee shall deliver up to the Operator the Property with vacant possession

5.0 FINANCIAL AND OBLIGATIONS

5.1 The licence fee (“the Licence Fee”) payable to the Operator shall be £50 per calendar month.

5.2 The Licensee in the role of Artist in Residence will put forward proposals for art activities that engage the community and promote the Centre.

6.0 LICENSEE'S EQUIPMENT AND STOCK

6.1 The equipment and stock owned by the Licensee shall be the responsibility of the Licensee.

6.2 The Licensee shall be responsible for any Insurance cover and security of their equipment and stock.

7.0 DECORATION OF ATTIC AREA

7.1 The Licensee shall decorate and refurbish the property to enable its use as an artist's studio at its expense.

7.2 All equipment shall be installed as per HSE guidelines and the relevant Building Regulations.

7.3 The kiln shall not be used to fire pottery when the Licensee is not in attendance to supervise it.

7.4 Any electrical work undertaken shall be inspected and signed off by the Operator's Electrical Contractor at the Licensee's expense.

7.5 All Licensee decorated areas shall be maintained at the expense of the Licensee for the duration of the Licence and on termination shall be left in good decorative order subject to due wear and tear.

8.0 USE OF THE PROPERTY

8.1 The Licensee must at its own cost and to the entire satisfaction of the Operator make good any damage caused to any part of the Centre in the exercise of the rights conferred by this Licence

8.2 The Licensee must keep the Property clean and tidy and not place on the Property or the Centre anything that would constitute an obstruction or a risk to the health and safety of anyone working or visiting the Centre

8.3 The Licensee must comply with all legislation relating to the Property and to the health and safety of persons working or visiting the Centre and with all regulations made by the Operator for the management and operation of the Centre

8.4 The Licensee shall only have access if there is a caretaker or member of LTC staff present in the building. Any out of hour's requirement shall be charged to the Licensee as extra

8.5 The Licensee shall sign in and out of the building, for fire purposes.

9.0 INSURANCE

9.1 The Licensee shall be responsible for all Insurance as applicable to its operation.

The Licensee must at its own cost and to the entire satisfaction of the Operator make good any damage caused to any part of the Centre in the exercise of the rights conferred by this Licence

9.2 The Licensee must keep the Property clean and tidy and not place on the Property or the Centre anything that would constitute an obstruction or a risk to the health and safety of anyone working or visiting the Centre

9.3 Comply with all legislation relating to the Property and to the health and safety of persons working or visiting the Centre and with all regulations made by the Operator for the management and operation of the Centre

10.0 SERVICES

10.1 The Licensee shall be responsible for meeting the costs of all Services.

11.0 ASSIGNMENT OR SHARING

11.1 This Licence is personal to the Licensee and the Licensee must not assign or purport to assign or deal with it in any other way and must not share or allow any other person to use or trade from the Property

12.0 INDEMNITY

12.1 The Licensee must indemnify and keep the Operator indemnified against all liability arising directly or indirectly from the location and use of the Property and any breach of the Licensee's obligations under this licence

13.0 SERVICE OF NOTICES

13.1 Any notice will be properly served if delivered personally to the recipient or in the case of the Licensee left at the Property

14.0 DAMAGE FROM SERVICES

14.1 The Operator will not be liable to the Licensee or any person for any damage or liability caused by any stoppage or defect in any plant or machinery or any interruption to the Services or utilities serving the Centre or the Property that is beyond the Licensor's reasonable control

15.0 THIRD PARTIES

15.1 Nothing in this Licence is intended to confer any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999

SIGNED by _____)

On behalf of the Operator

SIGNED by _____)

On behalf of the Licensee