

The Contract for the catering operation at Ty Hyll will incorporate a Licence and a supplementary Informal Agreement

Ty Hyll Catering Licence

Statement of Terms

This document summarises the main terms which will incorporate the licence for a catering operation at Ty Hyll.

The contract will be between the successful tender (“the Licensee”) and the Snowdonia Society (“the Society”).

Rent

The Licensee will pay rent on a twin basis. There will firstly be a charge of not less than £1,500 per annum; the Licensee is invited to make a proposal in their tender. This will be payable on quarter days in advance.

The Licensee will then pay a further yearly fee which will be calculated as a percentage of profits. The Licensee is invited to make a proposal in their tender as to the extent of the percentage. The selection will not be made solely on the grounds of which provider can offer the best value but the issue of value will play an important role.

Duration

The term of the licence will be for a period of five years.

A licence is a less formal legal commitment than a lease and as such, both parties have more freedom to terminate the contract during its term. The Society favours this approach.

The contract will contain a term which will enable either party to terminate the contract on any quarter day (beginning with the second quarter day) provided that notice is given in writing prior to the previous quarter day. This means that there is an initial six month commitment but onwards, either party can terminate the contract on three months notice.

There will be a further term which will allow the Society to terminate the contract without notice in the event that the Licensee fails to comply with their statutory requirements (see below)

Rates and Charges

The licensee will be responsible for all outgoings including business rates, electricity and telephone charges. It is anticipated that Society volunteers will need the benefit of lighting and electrical appliances in their separate use of Ty Hyll. The Society will agree to pay a proportion of the electricity charges in lieu on a fixed percentage basis.

Operational Matters

It is a requirement of the Society’s funding for this project that the catering facility is open from 11.00am to 5.00pm for at least 200 days per annum.

The Society will provide capital equipment, the extent of which will be discussed further. The Licensee will be under an obligation to keep this equipment in good repair. The Licensee will be under an obligation to keep the whole house (including the new disabled toilet and composting toilet) in a clean condition and to undertake day-to-day repairs. Any further capital or disposable operational needs will be met by the Licensee.

The Society will maintain responsibility for certain aspects of the management of Ty Hyll and the details of which will be discussed further.

Statutory Requirements and Insurance

The Licensee must comply with all statutory requirements relating to food safety and health and safety and any other relevant statutory and common law requirements.

The Licensee will take out a suitable policy of public liability insurance which will be kept in the joint names of the Society and the Licensee.

The Society will maintain responsibility for the insurance of the building.

Informal Agreement

The Catering Licence will be supplemented by an **Informal Agreement** with terms summarised as follows:

Litter. The Licensee to keep the area (including the access paths) around the house and the car park clear of litter.

Food sources. The Licensee to use locally sourced food and Fairtrade/ethical products where possible.

Packaging. The Licensee to use biodegradable or recyclable packaging where possible, and to dispose of materials sustainably.

CESS literature. The Licensee to display and sell CESS literature for a %age commission.

Promotion. The Licensee to actively promote the Honey Bee Initiative and Ty Hyll as a visitor attraction, and to show empathy with objectives of the Snowdonia Society.

Welsh Language. The Licensee to operate a bilingual environment; notices and literature should be displayed in both Welsh and English.

Returns. The Licensee to provide a daily count of visitors entering the house and the daily spend of visitors at the end of each month. This is a requirement of grant funding bodies.

September 13th 2011