

**This CONTRACT (“the Contract”)** is dated the                      day of                      2024 and is made **BETWEEN:**

- (1)     **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton-on-Sea, Essex, CO15 1SE (‘the Council’); and
- (2)     **\*XXXXX\*** (‘the Contractor’)

**Interpretation:**

“**Equipment**” includes but is not limited to 150 deckchairs owned by the Council, the amount for each designated location to be agreed in accordance with the successful proposals, no more than 50 deckchairs to be allocated to a single location. Each deckchair owned by the Council will be numbered OR colour-coded, confirmation of this will be included in the Inventory at the date of the Contract. Contractors are not required to make use of the deckchairs made available by the council.

“**Inventory**” means the list attached hereto completed by the Council and agreed by the Parties as accurate on the date of the Contract.

“**the Parties**” are the Council and the Contractor.

“**the Plan**” means the plan/s annexed to this Contract.

“**the Service**” is the hire of the Equipment to the public in accordance with the Contract.

“**West Beach**” is the area hatched red on the Plan.

“**Martello Beach**” is the area hatched red on the Plan.

“**Below First Avenue and Second Avenue**” is the area hatched red on the Plan.

**\*Designated locations to be removed from the draft agreement in accordance with the successful tenderers proposal.\***

**Agreement:**

1. The Council grants the Contractor the right to operate the Service as described in the Schedule of Special Conditions attached hereto from **\*Date to be determined\*** to **\*Date to be determined\***.
2. The Council will not grant an agreement for two or more people to operate the Service within the same designated location.
3. The Contractor will pay £XXXXX to the Council on the **\*Date to be determined\*** for the right to operate the Service.
4. The Equipment listed in the schedule belongs to the Council and the Contract gives the Contractor the right to use them in accordance with the Contract only.
5. The Contractor agrees to operate the Service strictly in accordance with the provisions and obligations that are set out in the Schedule of Special Conditions attached hereto. In particular, the Contractor must ensure the Service is available for the benefit of the public on all the dates and at all times stated in the Schedule of Special Conditions.
6. The Council will monitor the Service to ensure compliance with the Schedule of Special Conditions and any breach may result in the Contract being immediately terminated by the Council.
7. The Contractor will be solely responsible for the storage of the deckchairs which they are allocated, when they are not in use.

**SIGNED** on behalf of the Council

by

in the presence of:

**SIGNED** by XXXXX

in the presence of:

### **Schedule of Special Conditions Relating to the Provision of the Service**

#### **A. Conditions Relating to the Hours of Operation**

- a. The Contractor is authorised to provide the Service seven days a week between 8am and 8pm each day.
- b. The Contractor may request the Council's permission to extend the hours given in Special Condition A (a) above but the Council is under no obligation to do so.
- c. It is a requirement of the Contract that the Contractor provides the Service every day between the 1 June 2024 and the 31 August 2024; operation outside of these dates will be at the discretion of the Contractor.
- d. It is a requirement of the Contract that the Contractor provides the Service on weekends and school holidays between the periods of 1 April 2024 to the 30 June 2024 and the period of 1 September 2024 and 1 October 2024; operation outside of these dates will be at the discretion of the Contractor.

#### **B. Conditions Relating to the Upkeep and Management of the Equipment**

- a. The Contractor must clearly display a notice showing the hire charges for the Equipment but shall not erect, exhibit, affix or display any announcement, placard, notice board, advertisement, nameplate or other signage or mark the Promenade advertising the Service, without the express written permission of the Council, such permission not to be unreasonably withheld.
- b. The Contractor is to indemnify the Council against any claim arising from the operation of the Service either directly or indirectly for the period of the Contract and must provide the Council with proof of Public Liability Insurance to the minimum value of £10 million, for each occurrence, covering the period outlined

in Clause 1, if requested. The contractor must also provide a risk assessment in addition to this.

- c. The Contractor is to provide adequate facilities to ensure no littering of the Promenade occurs and that any litter occurring as a result of the operation of the Service is disposed of in the Contractor's own refuse disposal facility and not deposited in to the Council's litter bins which are provided for public use.
- d. It is the responsibility of the Contractor to maintain the Equipment in a good and safe condition and at the end of the contractual period to return the Equipment in the same condition as per the Inventory, fair wear and tear excepted.
- e. The Contractor is required to provide at his own expense all tickets and other materials required to operate the Service.
- f. The Contractor is not to tout or permit touting for customers by either crying of wares or importuning persons to purchase.
- g. The Contractor is responsible for the proper conduct of their employees and for the observance by them of the conditions on which this contract was entered into.

**Inventory**

**\*Subject to change\***

<b>Item</b>	<b>Good Condition</b>	<b>Fair Condition</b>	<b>Poor Condition</b>	<b>Total</b>
Deckchairs	0	100	0	100