

Kebab Van Trading from the Upper High Street Car Park

The Town Council resolved on _____, that Atalay Catering Limited may continue trading from the Kebab Van situated parallel to the Market House, subject to the Terms and Conditions set out below being signed and followed:

Terms and Conditions

1. The named business must acknowledge that support for the issuing of a waiver can be withdrawn at any time by Oxfordshire County Council, South Oxfordshire District Council or Thame Town Council acting as their agents.
2. The waiver cannot be assigned to any other person or company nor can there be any change in the beneficial ownership of Atalay Catering Limited from that which exists at the date of this Agreement
3. The site which the Kebab Van may operate means the area coloured green on the attached plan situated in the Upper High Street Car Park.
4. Supporting the issue of a “waiver” will be for the named trader only to station and operate one mobile sales vehicle and one refrigeration vehicle on the site for the retail sale of hot food and no other purpose whatsoever, during the designated hours.
5. Trading will be subject to *a fee comparable with the fee charged to traders at the Tuesday Market and payable* to the Town Council at least two months in advance and reviewed on an annual basis.
6. For the avoidance of doubt it is acknowledged that this agreement does not prevent the Council from authorising the use of the site or adjoining land by other persons at any time.
7. The designated hours are specifically those agreed by the Town Council irrespective of any additional hours granted from future planning permissions obtained from the District Council.

The designated hours agreed means the period between

1730 and 0100 Sunday to Thursday
1730 and 0200 on Friday and Saturday

8. This is inclusive of the time needed to bring the vehicle or equipment on site to set up and to remove the vehicle and all equipment. Typical setup time is 30 minutes and typical close-down time is one hour.
9. Agreed trading days are 325 days, allowing for the Annual Fairs, Christmas period and trader holidays.
10. The trader is responsible for keeping the site and area immediately adjoining clean and tidy and clear of rubbish at all times during the designated hours.

11. No waste products, particularly used oil and fat is deposited down the drains situated in the car park area. That any spillages of such materials are removed and the area thoroughly cleaned.
12. The sales vehicle and equipment must be maintained in a clean and tidy condition.
13. The use of a television be allowed provided that the noise emanating from the Kebab van is not used as means of attracting attention during trading and that all necessary licences are obtained.
14. The site is used in such a way not to cause any nuisance, damage, disturbance or annoyance to or interference with the property of the Council or to adjoining or neighbouring property or to owners, occupiers or users thereof.
15. All statutory, local and other lawful regulations regarding the sale of foodstuffs to the public are complied with.
16. A policy of insurance is taken out against any claims made against the Council and to produce annually a copy of the policy to the Council including evidence that the current premium has been paid.
17. A risk assessment is provided at the outset of this agreement, which should be reviewed on an annual basis and submitted to the Council should there be any changes.
18. Should any breaches occur to these Terms and Conditions, the named trader, after having been given reasonable opportunity by 28 days notice to rectify any alleged breach will cease trading at the designated site.

Agreement Term: 1.4.2019 to 31.3.2024

Signature.....
 Mr R Atalay – Atalay Catering Limited

Signature.....
 Mr G Hunt– Town Clerk

Date.....

Thame Town Council
Town Hall, High Street, Thame, Oxon, OX9 3DP
Tel: 01844 212833 Email: info@thametowncouncil.gov.uk

Kebab Van

SCALE : 1 : 150 @ A4

DATE : 29/03/2019

MAP FILENAME : Kebab Van



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