

Sevenoaks Town Council
Invitation to Tender for
Bat & Ball Station Café Concession
2025 – 2028 (option to extend to 2030)



Sevenoaks Town Council, Council Offices, Bradbourne Vale Road, Sevenoaks Kent TN13 3QG
website: sevenoakstown.gov.uk email: townclerk@sevenoakstown.gov.uk

Background

Sevenoaks Town Council with Heritage Lottery Funding completely restored the derelict Bat & Ball building, turning it into a community asset and the first step in the regeneration of the Bat & Ball area. The Town Council has a 25-year lease with Southeastern / Network Rail on the building.

The Bat & Ball Station Café has been operated directly by the Town Council and its staff since the new building came into operation. In its original lease and funding agreement an option was retained to enable the café to be operated as a concession.

The Town Council feels now is the time to move the café to a concession, enabling it to operate longer hours than current and increase its local community presence.

Bat & Ball Station Café currently operates Monday – Friday, 7.00 a.m. – 3.00 p.m. although similar to many businesses it lost customers during the pandemic, they have been steadily returning.

The café's main footfall is from train passengers, local people, local businesses, hirers of the Bat & Ball Station building (which will continue), hirers of the Bat & Ball Centre and people seeking outside catering. At present the Café is not able to provide the service to these customers outside its current operating hours.

The Concession Café Operator will be able to extend the café opening days and hours by agreement with Sevenoaks Town Council and it is hoped that this will be possible. Sevenoaks Town Council is looking to obtain a fixed sum for the concession (% of utilities and rates in addition) and is not related to the days and hours of trading.

Sevenoaks Town Council is committed to transparency. The Tender process is open to all interested parties. Questions and answers will be shared (anonymously) with any person in advance of 15th April 2025, indicates their interest in submitting a tender.

Receipt of rent etc will be shown within Sevenoaks Town Council management accounts which are public documents.

The Bat & Ball Station Café Concession application form should be returned to Sevenoaks Town Council by 15th April 2025.

Location

The Bat & Ball Station Café is located within the restored Bat & Ball Station. The Station is adjacent to the Bat & Ball Centre which has many regular hirers, there are also many local businesses within the area.



The property known as the Bat & Ball Station Café is situated within the station building, Bat & Ball Road, Sevenoaks TN14 5AP.

Facilities

Kitchen

It is a small catering kitchen with normal facilities cooker, fridge, dishwasher. All equipment (see details later in document) will be provided within the concession and becomes the concession's responsibility. It however will not be replaced or upgraded.

Commercial Coffee Machine

This is rented a new agreement would need to be reached directly with the concession.

Alarms

The building has an intruder alarm and fire alarms. Agreements would need to be made with the concession and out of hours contact details provided.

Credit Card Machines and Agreement

Currently there is an agreement with World Pay. The Concession would need to make their own arrangements regarding this.

Indoor Seating

Originally this provided for 12 covers. Arrangements could be made to use hire space elsewhere in the building when not being used for hire.

Outdoor Space or Seating

There is no outdoor seating. There is some space for some on Bat & Ball Road within railings.

Toilets

There is a toilet within the station building set aside for café staff only. Café staff hold the key to this.

Public toilets are also available in the station building and are not exclusive for the café. Toilets are accessed via the café and this needs to be born in mind for making the café items secure when not open to the public.

There is a public toilet accessible from the platform for when the Café and station building is not open.

Refuse

Commercial waste is via an agreement with Sevenoaks District Council. The Concession would need to put in place their own agreement.

Car Parking

There is car parking provided by the railway operator for passengers and requires payment.

Over the bridge is the Bat & Ball Centre which can be available free of charge for short term parking.

Staff related to the Concession will be able to park at the Bat & Ball Centre.

Events / Potential for Additional Business

Bat & Ball Station events & hirers

The building has regular events and hirers using for meetings, talks, small clubs etc. This is steadily building. At present refreshments are only available at the times the café is open. Catering from the café is often ordered for these events and hires.

Forget Me Not Café (Dementia Café)

This meets on the last Wednesday of the month. Underwritten by Sevenoaks Town Council it is operated by volunteers. There is an arrangement for refreshments to be purchased from the café. It is a good marketing opportunity for people to know about the café.

Supper Clubs

In the past vegan supper clubs have been held in the evening and proved popular. There is the opportunity to develop this principle further and become more of an evening venue, akin to the Tonbridge Fire Station venue.

Bat & Ball Centre

Adjacent to the station the Bat & Ball Centre has a very full programme of activities and hirers using for private events, with a capacity of up to 450.

It has recently been registered for weddings to take place at the Centre.

Local Businesses

The station is situated within a busy industrial area.

Premises Licence

Please see details at the back of this document.

Financial Information

The Bat & Ball Station Café has two employees, one full time (37 hours) and one part time (30 hours) for which TUPE rules are expected to apply and the new concession should seek its own legal advice on this matter.

High Level Financial Information below, further queries about staffing should be directed to the Town Council's Responsible Financial Officer rfo@sevenoakstown.gov.uk

Below is based on 40% proportion of the overall bills for the station building:

	Key Annual Financials (net)
Business Rates	£1,480
Average Utility Bills	£5,000
Gross Income / Turnover	£51,481

Licence to Occupy on short term basis (sample)

Sample details are attached to this document for Licensee / Concessionaire.

Concession Submission

Thank you for your interest in the management of Café on the Vine via a Concession Licence. It is hoped that arrangements can be made for the Concession to commence as soon as possible once the legal work has been completed.

Sevenoaks Town Council request that you complete the following form (also separately available for completion) and submit to them at **Sevenoaks Town Council, The Council Offices, Bradbourne Vale Road, Sevenoaks, TN13 3QH with the attached label on the envelope by 15th April 2025.**

Please note that you may be asked to attend a meeting to explain your Concession submission. Suitable references will also be required.

Name (s)	
Address(es)	
Registered Address if applicable	
Contact email(s)	
Contact telephone number (s)	
Please detail your previous experience in catering	
Please provide details of any relevant training records, certificates, awards, ratings, and customer feedback	

Bat & Ball Station Café Concession

Would this be the only business you would be operating, or do you operate other businesses?	
How many staff do you have employed now and how many do you see running the café?	
How have you researched the area and potential café users?	
What menu will you deliver based on the clientele of the area?	
PR / Advertising – how will you encourage new customers and existing to remain?	
Do you have a Delivery Plan / Strategy. Please provide details.	
What will you consider your Key Indicators that you have a success and growth?	
What will you do to ensure that your operation is as environmentally friendly as possible?	

We (name(s))

Are willing to submit to Sevenoaks Town Council the annual payment of

£..... equivalent to £..... per month for the initial period of three

years from the date of the Licence provided for the Concession use of the Café on the Vine.

Signed: Printed:

.....

Dated:

Label for Concession Tender Envelope

Café on the Vine Tender Document

To:

**Sevenoaks Town Council,
The Council Offices, Bradbourne Vale Road, Sevenoaks, TN13 3QH**

Dated

Licence to Occupy on short term basis

Relating to Café on the Vine

Sevenoaks Town Council (1)

(2)

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SCHEDULE

- Schedule 1 Rights granted to Licensee
- Schedule 2 Licensee's Obligations
- Schedule 3 Licensor's Fixtures and Fittings

This licence is dated (DATE)

Parties

SEVENOAKS TOWN COUNCIL whose office is at Council Offices, Bradbourne Vale Road, Sevenoaks Kent TN13 3QG (**Licensor**)

(concession name) incorporated and registered in England and Wales with company number (NUMBER) whose registered office is at (REGISTERED OFFICE ADDRESS) (**Licensee**)

Agreed Terms

Interpretation

The following definitions and rules of interpretation apply in this licence.

Definitions

Building: all that land and buildings known as Café on the Vine

Common Parts: such paths, and other means of access in or upon the building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Core Days: There is a requirement for the operation of the café to be for a minimum of 5 days per week and an minimum of 6 hours per opening day on the following agreed Core Days and times of the week:

Days: []

Hours: [] such hours or days as the Licensor in its absolute discretion may determine.

Licence Fee: the amount of (AMOUNT) Pounds per month or such other amount as the Licensor in its absolute discretion may from time to time determine on giving one month's notice.

Licence Fee Commencement Date: the date of this licence.

Licence Period: the period from and including (DATE) until the date on which this licence is determined in accordance with clause 4.

Permitted Use: use as a café during the Core Days.

Plan: the plan attached to this Licence market 'Plan'.

Property: the café area in the plan shown.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery, and equipment ancillary to those media.

VAT: value added tax chargeable in the UK.

- 1.2. Clause, Schedule, and paragraph headings shall not affect the interpretation of this licence.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.8. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9. A reference to **writing** or **written** excludes fax and email.
- 1.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11. References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- 1.13. Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.
- 1.14. A working day is a date the café can be open previously agreed with the Licensor.

2. Licence to occupy

- 2.1. Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period during the Core Days in common with the

Licensor and all other authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule 1.

2.2. The Licensee acknowledges that:

- (a) the Licensee shall occupy the Property as a Licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence:
- (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property; and
- (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees.
- (d) the Licensor may be required on exceptional occasions for operational reasons or circumstances beyond its control to designate days wherein the Licensee may not open the café. The Licensor shall give as much notice as possible but is under no obligation to do so. If permission to trade is denied for three Core Days or 3 fewer during a calendar year than no refund is due of the Licence Fee. If permission to trade is denied for three days or more days a daily rate of the Licence Fee shall be repaid to the Licensee.
- (e) there is no right to car parking, arrangements can be made with Sevenoaks Town Council for use of space at the 'Vine Waste'.

3. Licensee's obligations

The Licensee agrees and undertakes:

- (a) To pay:
 - (i) To the Licensor the Licence Fee payable without deduction in advance on the first day of each month and proportionally for a period of less than a month the first such payment being for the period from and including the Licence Fee Commencement Date to the end of the month following such date to be made on the date of this licence together with such VAT as may be chargeable on the Licence Fee; and
 - (ii) The Licensee to be responsible for non-domestic rates.
 - (iii) The Licensee to be responsible for all additional costs relating to electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property of the total usage of the building.
- (b) To keep the Property clean, tidy, and clear of rubbish.
- (c) not to use the Property other than for Permitted Use.
- (d) not to make any alteration or addition whatsoever to the Property.

- (e) not to bring any equipment to the Property without the prior written consent of the Licensor.
- (f) not to change the name of Café on the Vine without agreement from the Licensor.
- (g) details of menu, opening hours etc to be provided to the Licensor for the purposes of joint marketing.
- (h) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, signs or notices at the Property or elsewhere in the Building without the prior written consent of the Licensor.
- (i) not to do or permit to be done on the Property anything which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience, or disturbance to the Licensor or any owner or occupier of neighbouring property.
- (j) not to cause or permit to be caused any damage to:
 - (i) The Property, Building or any neighbouring property; or
 - (ii) Any property of the owners or occupiers of the Property, Building or any neighbouring property; or
 - (iii) The Licensor's fixtures and fittings.
- (k) not to obstruct Common Parts, make them dirty or untidy or leave any rubbish on them.
- (l) not to apply for any planning permission in respect of the Property.
- (m) to operate within current planning requirements at the Property and not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part of insurance effected by the Licensor in respect of the Property and Building from time to time.
- (n) to comply with all the laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications, and data and other services and utilities to or from the Building.
- (o) to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts.
- (p) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture, equipment, and goods from the Property at the end of the Licence Period.
- (q) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liability in any way arising from:
 - (i) This licence.
 - (ii) Any breach of the Licensee's undertakings contained in Clause 3.
 - (iii) Any breach of the terms of the Licence, and
 - (iv) The exercise of any rights given in Clause 2.
- (r) not to do anything on or in relation to the Property that would or might cause the Licensor to be

in breach of the tenant's covenants and the conditions contained in the Licence, and

- (s) to pay to the Licensor interest on the Licence Fee or other payments at the rate of five percent per annum above the base rate of National Westminster Bank PLC from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within five days of the due date (whether formally demanded or not).
- (t) To maintain the following insurances and certificates (and to provide evidence to the Licensor on request):
 - (i) Public Liability Insurance to £5 million
 - (ii) Employer's Liability
 - (iii) Environmental Health Registration
 - (iv) Food Hygiene Certificates
 - (v) Personal Licence for Sale of Alcohol
- (u) The Licensee shall at all times comply with all statutes and regulations relating to food, hygiene and shall immediately comply with all recommendations and requirements of the Environmental Health Officer.

4. Termination

4.1. This licence shall end on the earliest of:

- (a) Three years from the date of Licence
- (b) The expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in Clause 3 and
- (c) The expiry of not less than three months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.

4.2. Termination of this licence shall not affect the rights of either party in connection with any breach of obligation under this licence which existed at or before the date of termination.

5. Notices

5.1. Any notice or other communication given to a party under or in connection with this licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

5.2. If a notice or other communication complies with the criteria in Clause 5.1. it shall be deemed to have been received:

- (a) If delivered by hand, at the time of the notice (or other communication) is left at the proper address; or

- (b) If sent by pre-paid first-class post or other next working day delivery service, at 9.00 a.m. on the second working day after posting.

5.3. This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.

5.4. A notice or other communication given under this licence is not valid if sent by e-mail or fax.

6. No warranties for use or condition

6.1. The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

6.2. The Licensor gives no warranty that the Property is physically fit for the purposes specified in Clause 2.

6.3. The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in Clause 6.1. or Clause 6.2.

6.4. Nothing in this clause shall limit or exclude any liability for fraud.

7. Limitation of Licensor's Liability

7.1. Subject to Clause 7.2. the Licensor is not liable for:

- (a) The death of, or injury to the Licensee, its employees, customers, or invitees to the Property;
or
- (b) Damage to any property of the Licensee or that of the Licensee's employees, customers, or other invitees to the Property, or
- (c) Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers, or other invitees to the Property in the exercise of the rights granted by Clause 2.

7.2. Nothing in Clause 7.1. shall limit or exclude the Licensor's liability for:

- (a) Death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) Any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. Third party rights

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

9. Governing law

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive Jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

This licence has been entered into on the date stated at the beginning of it.

Schedule 1 Rights granted to Licensee

1. The right for the Licensee to use during the Core Days
 - 1.1. Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purposes.
 - 1.2. The Service Media serving the Property.
 - 1.3. The public toilets and staff toilet (shown edged green on the Plan) shall be available to café users and staff of the Licensee. The toilets will be cleaned once per day by the Licensor's contractor. Any additional cleaning of the staff toilet will be the obligation of the Licensee.

Schedule 2 Licensee's Obligations

See attached:

Schedule 5

TO THE STANDARD LETTING CONDITIONS
(additional Covenants by the Tenant)

1. The Tenant is not to install or use in or upon the Premises any machinery or apparatus which causes any undue noise or vibration which can be heard or felt in nearby premises.
2. The Tenant is not to install any catering equipment which requires fume extraction outlets without the express prior approval of the Landlord such approval not to be reasonably withheld).
3. The Tenant shall co-operate with contractors employed for the control of vermin and shall permit them entry at all reasonable times to the Premises and shall not interfere with any substances or equipment laid by them and if such contracts shall be terminated at any time and the Tenant notified accordingly, then until the Tenant receives further notice of alternative arrangements the Tenant shall make its own arrangements for the control of vermin.
4. The Tenant shall give notice to the Landlord as to the address and telephone number of the Tenant's staff who hold keys to the Premises for contact in the case of emergency at all times when the Premises are closed and shall give notice of any change in the keyholders from time to time.
5. The Tenant shall afford access at all reasonable times to the Landlord's authorised representatives for the purpose of meter readings.
6. The Tenant shall not install any gambling or amusement machines in the Premises.
7. The Premises are designated as smoke free in accordance with the Health Act 2006 and as such the Tenant must ensure that it or any employee, customer or visitor to the Premises does not smoke within or within the vicinity of the Premises.
8. At the end of the Term (however so determined) if the Tenant has under this or any previous tenancy erected any building or other structures on the Premises or made any alterations then the Tenant will (if so, required by the Landlord) remove them before the end of the Term and make good the Premises to the satisfaction of the Landlord.

ANNEX B
(The Special Conditions)

1. CATERING STANDARDS

The Tenant shall comply with the following matters in relation to such parts of the Premises as are used for a café or catering purposes

1.1. Cleanliness

Furnishings, decoration, floor coverings, light fittings, curtains, tables, and seating must be kept clean and in good condition. Counters must be kept clean. All glass, cutlery, and crockery must be kept clean and intact.

1.2. Hygiene

All animals must be excluded at all times from behind the counter from food preparation and storage areas and save for guide and assistance dogs from any areas where their presence is likely to cause discomfort or annoyance to the public. Food hygiene regulations must be observed, and food displayed adequately protected. Smoking in service and preparation areas must be strictly prohibited.

1.3. Notices

All statutory notices and other notices required by the Landlord to be displayed must be visible to the public or to staff as appropriate.

1.4. Noise Levels

Noise levels from should not be allowed to detract from the enjoyment of the customers nor interfere with the enjoyment of the surrounding public open space. The Tenant is not to play or use any musical instrument loudspeaker or other equipment which reproduces sound so that it can be heard in nearby premises or outside the premises.

1.5. Customer Services





Acceptable customers must be made to feel welcome on arrival and served with their order promptly and where there is a delay customers should be reassured and served in turn as soon as possible.

1.6. Staff




Adequate numbers of staff of sufficient calibre must be provided to cover normal daily and seasonal trading requirements and to maintain the appropriate standard of cleanliness to the Premises. The Tenant and its staff must be clean, well presented and observe regulations and standards relating to hygiene and any standard relating to security made by the Landlord. Staff shall wear identity badges with their names and employer.

Schedule 3 Licensor's Fixtures and Fittings
(details to be supplied)



CAFÉ ON THE VINE CATERING EQUIPMENT

Ref	Equipment	Image
1	Ice Cream Freezer	
2	Large Display Fridge	
3	Griddle	
4	Toaster	
5	Panini Machine	

Bat & Ball Station Café Concession

6	Large Larder Fridge	
7	4 hob gas cooker	
8	Small Freezer	
9	Dishwasher	

Bat & Ball Station Café Concession

10	Under counter fridge	 A black under-counter refrigerator with two glass doors. The interior is illuminated and filled with various canned beverages, including sodas and juices, arranged on three shelves. The unit is set against a green wall.
11	Coffee machine (rented)	 A stainless steel espresso machine with a black control panel and a group head. To its right is a white hot water dispenser with a blue digital display and a black tap. A white mug and a yellow cloth are on the counter in front of the dispenser. A stack of white paper cups is visible behind the espresso machine.
12	Hot Water Machine	See coffee machine photo above
13	Various crockery & cooking utensils	

notes

Do not scale except for planning purposes

All dimensions to be checked on site and verified with the architect prior to construction.

Any discrepancies or uncertainties regarding this drawing to be discussed with the architect prior to construction.

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key

1:50

0 2.5 5M



-  new wall
-  to be removed
-  existing walls

planning

revision	date	comment
p1	27/01/17	issued for comment
p2	30/01/17	issued for comment
p3	01/02/17	issued for comment
p4	02/02/17	issued for planning

THEIS + KHAN

11-13 Lonsdale Gardens
Tunbridge Wells
Kent TN1 1NU
+44 (0)1892 518094
mail@theisandkhan.com
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project

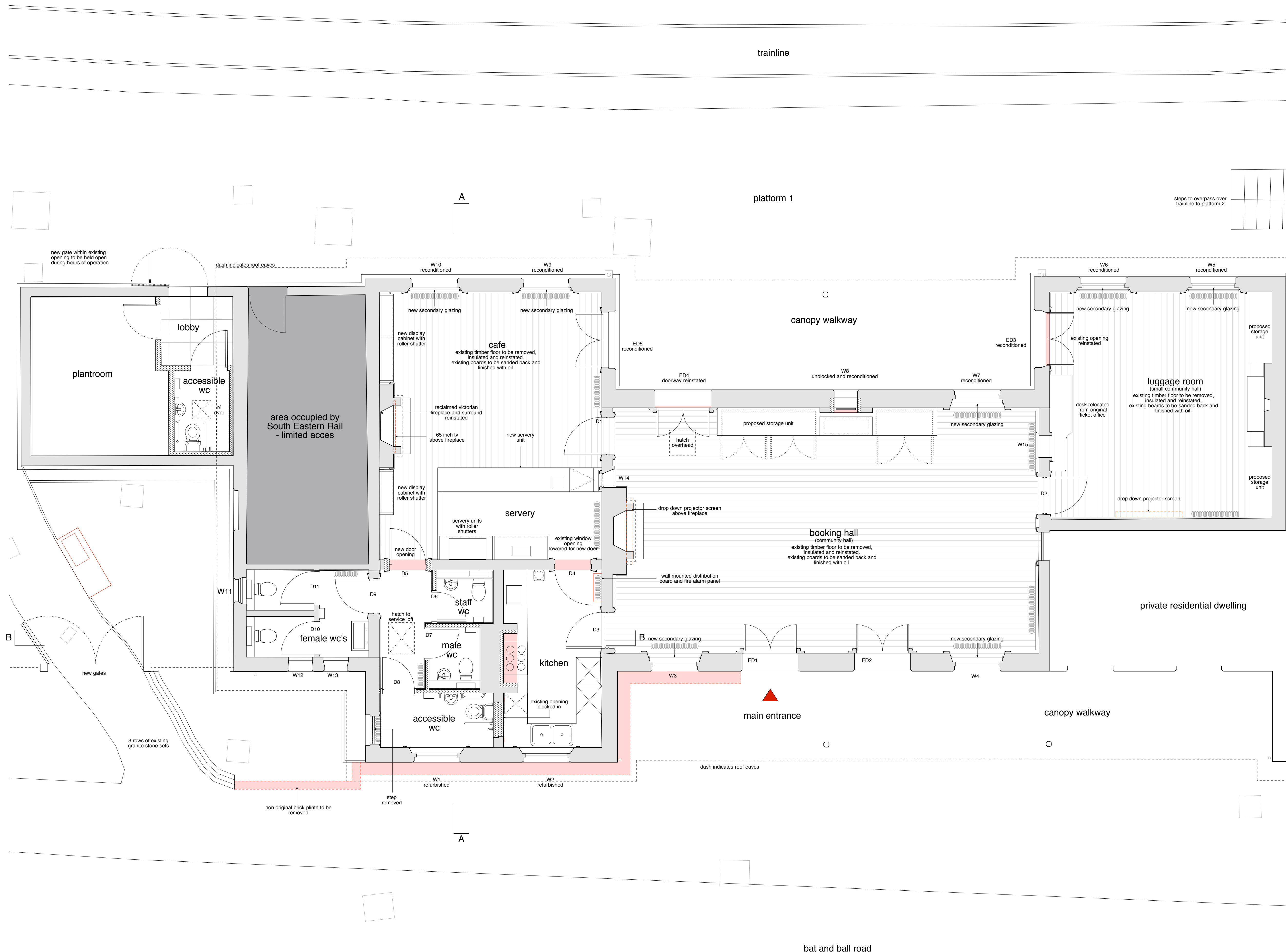
Bat + Ball Station Building

drawing

ground floor plan
proposed

scale 1:50@A1 date 29.04.16

job number 1084 drawing number 3_110 revision p4



PREMISES LICENCE

The Licensing Act 2003
Schedule 12, Part A



Premises Licence Number	18/03504/LAPRE
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Part 1 – Premises Details

Postal address of premises , or if none, ordnance survey map reference or description, including Post Town & Post Code

Bat And Ball Station Building
Bat And Ball Road
Sevenoaks
Kent TN14 5LJ

Telephone number None Provided

Where the licence is time limited the dates

Not Applicable

Licensable activities authorised by the licence

Plays
Films
Indoor sporting events
Live music
Recorded music
Performances of dance
Anything of a similar description to the activities of live music, recorded music or the performance of dance
Sale or Supply of Alcohol

Times the licence authorises the carrying out of licensable activities

Plays (Indoors)

Every Day	08:00 - 23:00
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Films (Indoors)

Every Day	08:00 - 23:00
-----------	---------------

Indoor sporting events

Every Day	08:00 - 23:00
-----------	---------------

Live music (Indoors)

Sunday to Wednesday	08:30 - 23:00
Thursday - Saturday	08:30 - 00:00

Licence Number: 18/03504/LAPRE
Issue Date: 21/11/2018

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Licence issued by:
The Licensing Partnership P.O. Box 182 Sevenoaks Kent TN13 1GP
Telephone number: 01732 227004

Recorded music (Indoors)

Sunday to Wednesday	06:00 - 23:00
Thursday - Saturday	06:00 - 00:00

Performances of dance (Indoors)

Sunday to Wednesday	08:30 - 23:00
Thursday - Saturday	08:30 - 00:00

Anything of a similar description to the activities of live music, recorded music or the performance of dance (Indoors)

Sunday to Wednesday	08:30 - 23:00
Thursday - Saturday	08:30 - 00:00

Sale or Supply of Alcohol

Every Day	08:30 - 23:00
-----------	---------------

The opening hours of the premises

Sunday to Wednesday	06:00 - 23:00
Thursday to Saturday	06:00 - 00:00

The non-standard opening hours of the premises

Not applicable

Where the licence authorises supplies of alcohol whether these are on and / or off supplies

Alcohol is supplied for consumption both on and off the premises.

Part 2

Name, (registered) address, telephone number and email address (where relevant) of holder of premises licence

Ms Linda Larter MBE
Sevenoaks Town Council
Council Offices
Bradbourne Vale Road
Sevenoaks
Kent TN13 3QG
Email address: townclerk@sevenoakstown.gov.uk

Registered number of holder, for example company number, charity number (where applicable)

Registered Business Number Not Applicable

Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol

Ms Jenny Elliot
31A Sevenoaks Road
Borough Green

Licence Number: 18/03504/LAPRE
Issue Date: 21/11/2018

Kent TN15 8AX

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol

Licence Number: TM/PER/15/00001390
Licence Authority: Tonbridge And Malling Borough Council



Richard Wilson
Chief Officer - Environmental &
Operational Services
Sevenoaks District Council

Licence Number: 18/03504/LAPRE
Issue Date: 21/11/2018

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Licence issued by:
The Licensing Partnership P.O. Box 182 Sevenoaks Kent TN13 1GP
Telephone number: 01732 227004

Annex 1 – Mandatory conditions

The supply of alcohol

- Where a premises licence authorises the supply of alcohol, the licence must include the following conditions:-

No supply of alcohol may be made under the premises licence -

- (a) at a time where there is no designated premises supervisor in respect of the premises licence, or
- (b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.

- Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.

Mandatory conditions in force from 28 May 2014

1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purposes of the condition set out in paragraph 1-

- (a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979
- (b) "permitted price" is the price found by applying the formula— $P = D + (D \times V)$

where -

- (i) P is the permitted price,
- (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
- (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

- (i) the holder of the premises licence,
- (ii) the designated premises supervisor (if any) in respect of such a licence, or
- (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

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4. - (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.

(2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Mandatory Conditions in force from 01 October 2014

1.— (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises—

(a) games or other activities which require or encourage, or are designed to require or encourage, individuals to—

(i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or

(ii) drink as much alcohol as possible (whether within a time limit or otherwise);

(b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;

(c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;

(d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;

(e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

2. The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

3.— (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either—

(a) a holographic mark, or

(b) an ultraviolet feature.

4. The responsible person must ensure that—

(a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures—

- (i) beer or cider: ½ pint;
- (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
- (iii) still wine in a glass: 125 ml;

(b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and

(c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available."

Exhibition of films

- Where the film classification body is specified in the licence, unless subsection (3) (b) applies, admission of children must be restricted in accordance with any recommendation made by that body.

- Where -

- (a) the film classification body is not specified in the licence, or
- (b) the relevant licensing authority has notified the holder of the licence that this subsection applies to the film in question,

admission of children must be restricted in accordance with any recommendation made by that licensing authority.

In this section -

"children" means person aged under 18; and

"film classification body" means the person or persons designated as the authority under section 4 of the Video Recordings Act 1984 (c.39) (authority to determine suitability of video works for classification).

Annex 2 – Embedded conditions

Not applicable

Annex 3 – Conditions consistent with the Operating Schedule

When Facilities are hired, they are to a named person who has paid a deposit and signed agreeing to Terms and Conditions of hire.

The Cafe will have strong management controls and effective training for staff so that they are aware of the licensing objectives and in particular to ensure - no underage drinking, drunkenness on the premises, drunkenness in public, use of drugs, violent and anti-social behaviour and to protect children from harm.

CCTV will be provided and improved exterior lighting to the premises.

Risk management assessment checked monthly and effective and responsible management at all times, and reviewed annually by independent Health & Safety consultant. Provision of general staff levels to secure safety of the premises and users. Training and supervision of those employed, regular testing and certification if appropriate of all procedures, appliances and systems pertinent to safety.

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All music to be contained within the building.

Proof of age and or photo-ID for sale of alcohol in the cafe.

Annex 4 – Conditions attached after a hearing by the licensing authority

Not applicable

Annex 5 – Plans

Please see attached

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