

BRAUNSTONE TOWN COUNCIL

OFFICER DECISION TAKEN UNDER DELEGATED POWERS

EARLY YEARS CHILDCARE PROVISION
AT THORPE ASTLEY COMMUNITY CENTRE
11th AUGUST 2021

Background to the Decision

On 10th June 2021, Policy & Resources Committee considered and adopted arrangements for the annual renewal of the bespoke hire contract for the provision of a nursery and pre-school at Thorpe Astley Community Centre.

The Committee were keen to continue to meet the needs of Thorpe Astley residents and ensure that the nursery/pre-school remained sustainable and use of the Centre was maximised.

The Executive Officer & Town Clerk had discussions with a Director of Pop Up Care Clubs Ltd concerning the financial pressures faced by Nursery and Pre-School Providers, particularly during the Covid-19 pandemic, and also the pressures their business faced since they were no longer operating another setting, which had previously assisted with their cash flow for the Thorpe Astley operation at the beginning of the academic year.

The revised Licence Agreement for the Provision of Early Years Childcare at Thorpe Astley Community Centre, attached at Appendix 1, provides for a revised annual hire fee as a result of changes in operating hours, a framework for increasing the annual hire fee by CPI, and for the payment instalments to be proportioned to assist the provider with its cash flow at the beginning of the academic year.

In accordance with the resolution of the Policy & Resources Committee, the Deputy Leader of the Council was consulted on the proposals and was happy to proceed on the basis set out in the proposed revised agreement (Appendix 1).

Authority for Decision

Policy & Resources Committee on 10th June 2021 resolved “that delegated authority be given to the Executive Officer & Town Clerk, in consultation with the Deputy Leader of the Council, to make arrangements with the existing provider, Pop Up Care Clubs Ltd, for the renewal of the bespoke hire contract for the provision of a nursery and pre-school at Thorpe Astley Community Centre (Policy & Resources Committee Minute 14 2021/2022).

Alternative Options Considered and Rejected

No alternative options were considered

Decision

That the revised Licence Agreement for the Provision of Early Years Childcare at Thorpe Astley Community Centre, attached at Appendix 1, be approved and offered to the existing provider, Pop Up Care Clubs Ltd, commencing 21st August 2021.

Approved By:

Darren Tilley

Date: 11th August 2021

Reason for Decision

The revised annual payment of £19,243.90 for the 2021/2022 academic year, plus CPI in subsequent academic years, represented good value to secure this essential service for Thorpe Astley residents. It was unlikely Braunstone Town Council would net this amount from general hires or attract a suitable alternative provider who would pay either the same amount or more.

List of Background Documents

- Correspondence with Provider between 18th May 2021 and 23rd July 2021
- Copy of Pop Up Care Limited Annual Accounts 2020
- Recent Bank Statements (Private & Confidential – Data Protection)

NOTE:

CRIME & DISORDER ACT 1998 (SECTION 17) – The Council has an obligation to consider Crime & Disorder implications of all its activities and to do all that it can to prevent Crime and Disorder in its area.

EQUALITIES ACT 2010

Braunstone Town Council has a duty in carrying out its functions to have due regard to:-

- eliminate unlawful discrimination, harassment and victimisation;
- advance equality of opportunity between different groups; and;
- foster good relations between different groups

To ensure that no person receives less favourable treatment on the basis of race, disability, sex, gender re-assignment, sexual orientation, age, religion or belief, marriage or civil partnership, pregnancy or maternity.

These issues were considered in connection with each of the above decisions. Unless otherwise stated under each item of this report, there were no implications.

BRAUNSTONE TOWN COUNCIL



**LICENCE AGREEMENT FOR THE PROVISION OF
EARLY YEARS CHILDCARE
AT THORPE ASTLEY COMMUNITY CENTRE**

AUGUST 2021



BRAUNSTONE TOWN COUNCIL

www.braunstonetowncouncil.org.uk

Executive Officer & Town Clerk

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Braunstone Civic Centre, Kingsway, Braunstone Town, Leicester, LE3 2PP

Telephone: 0116 2899270 Fax: 0116 2824785

LICENCE AGREEMENT FOR THE PROVISION OF EARLY YEARS CHILDCARE AT THORPE ASTLEY COMMUNITY CENTRE

ARTICLES OF AGREEMENT

This CONTRACT is made the 21st day of August 2021, and supersedes the contract made on the 19th day of June 2017, between Braunstone Town Council ("the Council") of the one part and Pop Up Care Clubs Limited ("the Contractor") of the other part

W H E R E A S

1. The Council wishes to hire the facilities for the Services set out in the Contract and
2. The Contractor is willing to provide such Services in accordance with the provisions of the Contract.

NOW IT IS AGREED Between the Council and the Contractor as follows :-

1. This Contract constitutes the sole contract or agreement between the Council and the Contractor for the provision of the Services.
2. The Contractor shall provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council for the Contract Period.
3. So long as the Contractor shall continue to provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council, the Council will provide the premises provided by the Contract and the contractor shall make to the Council the payments provided by the Contract.
4. The Contractor must be a registered individual or organisation "registered person" on the Early Years Register in accordance with the Childcare Act 2006.

DECLARATION

On behalf of Braunstone Town Council, I confirm that I have read the agreement and the Braunstone Town Council will comply with the terms and conditions contained within

Signed:

Date:

Darren Tilley

Name of authorised signatory for Braunstone Town Council

Address to which communications relating to this agreement should be sent:
Executive Officer & Town Clerk,
Braunstone Town Council,
Braunstone Civic Centre,
Kingsway,
Braunstone Town,
LEICESTER,
LE3 2PP.

On behalf of Pop Up Care Clubs Ltd we confirm that we have read the agreement and Pop Up Care Clubs Ltd will comply with the terms and conditions contained within

Signed:

Date:

Panita Patel

Signed:

Date:

Angela Marsh

Name of authorised signatories for Pop Up Care Clubs Ltd

Address to which communications relating to this agreement should be sent:
93 Oadby Road,
Wigston
Leicester
LE18 3RQ

SPECIFICATION

1. Description of Contract

This contract is for the provision of Early Years Childcare from Thorpe Astley Community Centre, Lakin Drive, Thorpe Astley, Braunstone Town, Leicester, LE3 3RU.

The Council will provide the premises and the contractor will be responsible for all aspects of the running of the Early Years Childcare.

2. Service Period

Maximum opening times:-

Monday to Friday, 8.30am to 3.00pm (excluding public holidays) for 38 weeks per annum.

The Contractor may vary the opening hours within the maximum periods set out above, subject to availability and a review of the charges to be paid. To vary the opening hours, the Contractor must give sufficient notice to the Executive Officer & Town Clerk.

Set up and dismantling times are half an hour prior to and half an hour after the service period.

3. Financial Responsibilities

The Contractor shall pay the Council £19,243.90 for use of the premises (which is exempt from VAT) set out at 4 below between 21st August 2021 and 31st July 2022.

Subsequent year's (August to July) will be charged at the previous year's rate plus the Standard Rate of CPI for the previous financial year (April to March).

The terms of payment for the use of the premises shall be in 11 instalments made on 1st day of the month commencing on 1st September 2021 as follows:

- (a) Payment at approximately 80% of 1/11th in September and October: £1,399.55 per month;
- (b) the remaining balance of £16,444.80 being divided into 9 equal monthly payments from 1st November 2021 to 1st July 2022: £1,827.20 per month.

Subsequent year's payments will be made in 11 instalments on 1st day of the month commencing on 1st September each year as follows:

- (a) Payment at approximately 80% of 1/11th in September and October;
- (b) the remaining balance being divided into 9 equal monthly payments from 1st November to 1st July.

The Contractor shall be in receipt of all incoming monies to the Early Years Childcare.

The Council will bear the cost of the general rate, heating, lighting, general power and water rates.

The Contractor will bear the cost of leaving the Main Hall, outside play area and the kitchen in a clean and tidy state after use by the Contractor. General cleaning will be undertaken by the Council and all other areas of the premises will be cleaned at the expense of the Council.

The Contractor shall be responsible for the payment of all Government duties involved in running the Service, including VAT, Income Tax, National Insurance etc and shall, if requested provide the Council with evidence of having done so.

The Contractor will be responsible for receiving all deliveries of stock during the period of this contract. The Council will not accept liability for any stock deficiencies.

The Contractor must hold a minimum amount of Public Liability Insurance of **£5,000,000** for any one claim.

4. The Premises

- (a) Thorpe Astley Main Hall – exclusive use during the minimum service period and any agreed period within the maximum service period. The Hall is open to use by other parties and hirers outside the service periods, therefore, the contractor will need to tidy up the room and outside play area and pack away equipment to the storage area on a daily basis.
- (b) Outside Play Area – exclusive use during the minimum service period and any agreed period within the maximum service period.
- (c) Storage area – as agreed and defined by the Executive Officer & Town Clerk.
- (d) Kitchen, toilets and foyer – access to in accordance with this agreement. These are shared areas and are not for exclusive use by the contractor.

5. Internal Presentation of the Buildings

Areas open to the public will be kept free of all storage and the Contractor will ensure that no obstacles of any form will be permitted at any time.

All fixtures and fittings and decorations will be maintained in a clean, tidy and attractive condition.

No damage or drawing on the walls, the contractor obliged to clean and repair or the Town Council will reserve the right to charge to rectify any damage.

6. Hygiene Cleaning Standards

The Contractor will comply fully with the Food Hygiene (England) Regulations 2006 or any other statutory enactment relating to food/hygiene for the time being in force. Food Hygiene and Safety Certificates will be obtained whenever

required.

The Contractor will maintain the necessary written Health & Safety Risk Assessments and ensure that a hazard analysis system is in place.

7. Refuse Arrangements

Other than general daily waste and recycling, the Contractor shall be responsible for the removal, collection and disposal of refuse resulting from the contractor's activities. Trade refuse sacks may be obtained from Blaby District Council.

8. Staffing

At all times the Contractor's staff will be expected to meet the following requirements and standards:

- (a) Polite and efficient when in contact with the customers
- (b) A professional approach is essential at all times.

CONDITIONS OF CONTRACT

1. FORMS OF CONTRACT

1.1 Sufficiency of Tender

The Contractor shall be deemed to have satisfied themselves before submitting the tender dated 22nd April 2017 as to the accuracy and sufficiency of the Tender Sum which shall (except insofar as it is otherwise provided in the Contract) cover all obligations under the Contract and shall be deemed to have obtained for themselves all necessary information as to the condition and design of the location and the risks contingencies and any other circumstances which might reasonably influence or affect the tender

1.2. Documents Mutually Explanatory

Except as otherwise expressly provided the several documents comprising the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Executive Officer & Town Clerk who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions

1.3 Copyright

Copyright in the documents comprising the Contract shall vest in the Council but the Contractor may obtain or make at his own expense any further copies required for use by him in performing the Contract

1.4 The Contract shall be subject to the Standing Orders of the Council current at the date of the Contract, a copy of which may be seen by arrangement

2. MODIFICATIONS

2.1 Both parties may agree modification to the contract by mutual consent.

2.2 On making a modification under sub-condition 3.1 the Executive Officer & Town Clerk shall certify these changes to the Contractor in writing.

3. CONTRACTOR'S OBLIGATIONS

3.1 During the Contract Period the Contractor shall provide the Service in accordance with the minimum service hours specified in the Specification (and any modifications thereof authorised under these Conditions) in accordance with the obligations set out in statute and as required by any statutory regulatory body.

3.2 The Contractor shall at all times during the Contract Period allow such persons as may be nominated from time to time by the Executive Officer & Town Clerk access to all locations for the purpose of management and operation of the Community Centre.

3.3 The Contractor shall in no circumstances during the Contract Period use any premises of the Council to perform either on his own behalf or on behalf of any person other than the Council any work or to provide any services other than provided for in the Contract

3.4 If the Contractor fails to provide the Service or any part thereof with due diligence or in a proper skilful and workmanlike manner or to the Contract Standard and to the satisfaction statutory regulatory bodies, the Council may cease the contract and all costs incurred thereby will be recoverable from the Contractor by the Council as a debt. The rights of the Council under this Condition shall be without prejudice to its rights under Condition 14.

4. CONTRACTOR'S STAFF

4.1 The Contractor shall forthwith give notice in writing to the Executive Officer & Town Clerk of the identity address and telephone numbers of any person authorised to act for any period as deputy for the Contractor

4.2 The Contractor (or a competent deputy duly authorised by the Contractor to act on his behalf) shall be present at the Location and be available to the Executive Officer & Town Clerk in person at all times during which the Service is provided.

4.3 The Contractor shall ensure that his employees perform their duties in an orderly manner and in as quiet a manner as may reasonably be practicable having regard to the nature of the duties being performed by them

4.4 The Contractor shall ensure that his employees observe the security of any secured areas of the Council's premises

5. CONFIDENTIALITY

5.1 Braunstone Town Council is subject to the provisions of the Freedom of Information Act 2000. Contractors are required to highlight information that they provide in the tender process, which they consider to be commercially sensitive or confidential in nature and should state the precise reasons why that view is taken.

6. HEALTH AND SAFETY

6.1 The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act and the Management of Health & Safety at Work Regulations 1992 and of any other subsequent Acts Regulations or Orders pertaining to the health and safety of employees

6.2 The Contractor shall identify risks to the health and safety of employees and others and provide the Executive Officer & Town Clerk with Risk Assessments.

6.3 The Contractor shall have regard to the Council's Safety Policy. Whilst on premises owned by the Council the Contractor shall ensure that his employees comply with the Council's Safety Policy

6.4 The Executive Officer & Town Clerk shall be empowered to suspend the provision of the Service in the event of non-compliance by the Contractor with health and safety matters. The Contractor shall not resume provision of the Service until the Executive Officer & Town Clerk is satisfied that the non-compliance has been rectified. In respect of any such period of suspension the default provisions as set out in these Conditions shall apply

5. AGENCY

5.1 The Contractor is not and shall in no circumstances hold himself out as being the servant or agent of the Council

5.2 The Contractor is not and shall in no circumstances hold himself out as being authorised to enter into any contract on behalf of the Council or in any way to bind the Council to the performance variation release or discharge of any obligation

5.3 The employees of the Contractor are not and shall not hold themselves out to be and shall not be held out by the Contractor as being servants or agents of the Council for any purposes whatsoever

6. OBSERVANCE OF STATUTORY REQUIREMENTS

The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify the Council against any claims made as a result of any failure in compliance

7. INDEMNITY AND INSURANCE

7.1 The Contractor shall indemnify and keep indemnified the Council against the injury to or death of any persons or loss of or damage to any property which may arise out of the act default or negligence of the Contractor his employees or agents and against all actions claims demands

proceedings damages costs charges and expenses whatsoever in respect or in relation thereto provided that the Contractor shall save as otherwise provided in the contract not be liable for nor be required to indemnify the Council against any compensation or damages for or in respect of injuries or damage resulting wholly from any act default or negligence on the part of the Council its employees or agents not being the Contractor or employed by the Contractor

- 7.2 Without thereby limiting his responsibilities under this Condition the Contractor shall insure with a reputable insurance company against all loss of and damage to property and injury to or death of persons arising out of or in consequence of the Contractor's obligations under the Contract and against all actions claims demands proceedings damages costs charges and expenses in respect thereof
- 7.3 The insurance in respect of personal injury or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Regulations 1998 and the Road Traffic Acts 1972 and 1998 and any statutory orders made thereunder. For all other claims to which this condition applies the insurance cover shall be the sum of £5,000,000 or such greater sum as the Contractor may choose in respect of any one incident and his insurance policy effecting such cover shall be unlimited in total and shall have the interest of the Council endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Council
- 7.4 The Contractor shall supply to the Council immediately upon request copies of all insurance policies cover notes premium receipts and other documents necessary to comply with this Condition

8. USE OF COUNCIL'S PREMISES AND FACILITIES

- 8.1 The Council shall during the Contract Period permit the Contractor to use in the time set out in the Specification in connection with the provision of the Service the premises and facilities set out in the specification
- 8.2 The Contractor shall use the said premises only in connection with the provision of the Service and shall ensure that the Contractor's employees use the said premises and facilities only for such purpose
- 8.3 The permission hereby given to use the said premises and facilities is personal to the Contractor and the Contractor's employees and shall cease immediately the contract ceases to be in force or at such earlier time as may be specified by the Council by notice in writing to the Contractor
- 8.4 Conduct of Clients & Guests
The contractor shall be responsible for the proper conduct of persons using the room(s) and either he or his nominated deputy shall be at the premises and in charge for the whole time the service is being provided. In the event of any person acting in such a manner as to cause annoyance or inconvenience to other persons, take all necessary steps to deal with the offender. The council will not tolerate aggressive, abusive, offensive or any other type of inappropriate behaviour.

The contractor, employees and clients are asked to ensure that they respect our neighbours

- 8.5 Numbers of Persons to be Admitted
The **MAXIMUM** number of persons to be allowed at any one time in the halls shall be as follows:-

Thorpe Astley Main Hall - 80

- 8.6 Cleaning & Damage
The contractor will be responsible for any excessive cleaning costs and the cost of making good any damage caused to the room(s) and their contents, replacing of any furniture or fittings lost or missing from any part of the building and damages to the floors, walls etc.

The contractor shall be responsible for cleaning the crockery and any equipment (cooker, sink etc) after use, and must leave the rooms and kitchen in a clean and tidy state. Failure to comply with this Condition could result in the contractor paying additional costs for cleaning undertaken by the Council staff.

All children (under the age of 16) are required to be accompanied by an adult at all times.

8.7 Smoking, Naked Flames/Fires

Please note that smoking is not allowed in any part of Thorpe Astley Community Centre. Naked flames/candles are not permitted.

8.8 Electrical Fittings

No electrical fittings or appliances in the premises may be altered, removed or interfered with in any way, or additional fittings or appliances installed without prior approval of the Council.

8.9 Loss of Property

The Council will not, under any circumstances, accept responsibility or liability in respect of any damage to, or loss of, any property, articles or other items of whatever nature which are placed or left upon the premises by the contractor.

8.10 Car Parking

A car park is available at Thorpe Astley Community Centre. The Contractor is asked to ensure that neither they nor their employees or clients block local resident's driveways. The Town Council accepts no responsibility for loss or damage to vehicles parked on the Town Council car parks.

9. SECURITY

9.1 The Contractor shall cooperate with the Council and its employees in ensuring adequate security of the building and its contents.

10. EQUIPMENT

10.1 Except as otherwise specified the Contractor shall provide all equipment and materials necessary for the provision of the Service.

10.2 The Contractor shall be responsible for the security of all materials and equipment used by the Contractor in connection with the provision of the Service and the Council shall be under no liability in respect thereof.

11. ASSIGNMENT AND SUB-CONTRACTING

11.1 The Contractor shall not without the prior written consent of the Council assign or sublet the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof.

12. DURATION

The Agreement will commence on 21st August 2021 and will remain in force unless the Agreement is terminated, amended or suspended by a revised Agreement.

13. REVIEW

This Agreement may require amendments in the light of experience of implementing its terms. Any amendments will need to be negotiated and agreed in writing by both parties.

14. TERMINATION

14.1 Either party may give the other party 6 months' notice in writing, expiring at any time, to terminate the Agreement in the event of circumstances warranting this.

14.2 If the Contractor shall have offered or given or agreed to give to any person any gifts or

consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other Contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Council or if the like acts shall have been done by any person employed by the Contractor or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor) or if in relation to the Contract or any other contract with the Council the Contractor or any person employed by the Contractor or acting on the Contractor's behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Council which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration the Council shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

14.3 If the Contractor :-

- (1) commits a breach of any of his obligations under the Contract
- (2) becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of his company for the voluntary arrangements for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Acts 1986 and 1994
- (3) has an application made under the Insolvency Acts 1986, 1994 and 2000 in respect of his company to the Court for the appointment of an administrative receiver
- (4) has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed
- (5) ceased to be a registered individual or organisation on the Early Years Register
- (6) has an administrative receiver as defined in the Insolvency Acts 1986, 1994 and 2000 appointed
- (7) has failed to perform a substantial part of the Services for a period of 2 weeks during the minimum service period
- (8) has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge
- (9) is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver a manager or administrative receiver or which entitle the court to make a winding up order

Then in any such circumstances the Council may without prejudice to any accrued rights or remedies under the Contract terminate the Contractor's employment under the Contract by notice in writing having immediate effect

15. NOTICES

Any demand notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post to the last known address of the party to be served therewith and if so sent shall subject to proof to the contrary be deemed to have been received by the addressee on the second business day after the date of posting.

16. WAIVER

Failure by the Council at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof

or the right of the Council to enforce any provision in accordance with its terms.

17. SEVERANCE

If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

18. LIABILITY OF AUTHORITY

- (a) The Council its servants or agents shall owe no duty of care to the Contractor in respect of matters connected with or arising out of this contract but shall owe the obligations set out in the terms of the Contract.
- (b) Any damages or other sum awarded against the Council or payable by the Council to the Contractor on any claim under or in respect of any matter connected with the Contract (whether arising from any negligence of the Council its servants or agents or otherwise) shall be limited to and shall not in any event exceed a sum equal to the specified sum payable by the Contractor under the Contract for the six month period in which the matter complained of arose or first arose.
- (c) The Council in no way warrants the truth or accuracy of any written or oral statement (including the contents of any descriptions forming part thereof) which has or may have been made to the Contractor prior to his entering into the Contract.
- (d) The Contractor acknowledges that he has not entered into the Contract in reliance on any representation (whether written or oral) made to him by the Council unless either such representation is expressly included in the Contract Documents or he has obtained express confirmation of the same by the Council in writing and the Contractor acknowledges that the Council has contracted on this basis.

19. LIABILITY OF CONTRACTOR

- (a) The Contractor shall fully and promptly indemnify the Council against any liability to any person whatsoever, arising out of or connected with the performance of the services or any act or omission of any employee of the Contractor howsoever such liability may arise.
- (b) The Contractor shall fully and promptly indemnify the Council in respect of any damage caused to any land, building or chattel in the ownership, occupation or possession of the Council by any employee or agent of the Contractor (whether such damage be caused by negligence or in any other way whatsoever).
- (c) The Contractor shall fully and promptly indemnify the Council and all persons concerned in respect of any personal injury caused to any employee of the Council or any of the residents or clients or invitees of the Council by any employee or agent of the Contractor (whether such injury be caused by negligence or in any other way whatsoever).

20. VALUE ADDED TAX

The Contractor shall pay to the Council such Value Added Tax as may be properly chargeable in connection with the provision of the services. The Council shall issue a tax invoice in respect of Value Added Tax paid by the Contractor.

21. FAILURE TO DISAPPROVE

Failure of the Executive Officer & Town Clerk to disapprove of any action or non-action by the Contractor shall not prejudice the power of the Executive Officer & Town Clerk to subsequently disapprove of such action or non-action.

22. NO TENANCY RIGHTS

The parties agree that there is no intention on the part of the Council to create a tenancy of whatsoever nature in favour of the Contractor or his employees and that no such tenancy has or shall come into being.

23. COMPLAINTS

Any complaints with regard to the management or administration of the contract and the Town Council's obligations within it should be made in writing to the Executive Officer & Town Clerk, Braunstone Civic Centre, Kingsway, Braunstone Town, Leicester LE3 2PP.