

**Sevenoaks Town Council**  
**Invitation to Tender for**  
**Café on the Vine Concession**  
**2024 – 2027 (option to extend to 2029)**



Sevenoaks Town Council, Council Offices, Bradbourne Vale Road, Sevenoaks Kent TN13 3QG  
website: [sevenoakstown.gov.uk](http://sevenoakstown.gov.uk) email: [council@sevenoakstown.gov.uk](mailto:council@sevenoakstown.gov.uk)

## Background

### History – previously known as The Band Practice Room

The Sevenoaks Town Band was founded in 1890 after a public meeting held at the Lime Tree Hotel. The brass band aimed to provide a non-alcoholic way of keeping the working men's community together. Twenty-two men enrolled, each paying 15 shillings to the treasurer.

Henry Swaffield paid for a bandstand on the Vine in 1894 and the adjoining Band Room on the Vine for practice in 1902.

The Town Band unable to attract enough members, disbanded in the 1990s.

Since the disbandment of the Town Band the building had been used as a storage facility.

At a Sevenoaks Town Council Blue Skies Day in 2012 one of the ideas was to open the building up to the public again and use as a café to serve those attending events on the Vine and to encourage more people to use the public open space.

Before the project it was known that the building was in a structural poor position. However, on removing the wooden walls, the structural issues were far worse than expected, this was compounded by the removal of the roof which provided an interesting insight into building practices in 1902 and left the building just hours from flat packing.

The Town Council had to make a serious and expensive decision. It was important not only for the conservation area but also to the town to retain the building and to re-open for public use to a facility which would also generate income and social benefits. The Town Council had always been prudent with public funds and reserves had been increased over the past few years to address community issues such as this.

However, additional help was needed and obtained from those listed below to enable Sevenoaks Town Council to rebuild, restore, and refurbish the building into the new Café on the Vine at a net cost of approximately £100,000.

- Cory Environmental Trust £50,000 grant for capital works
- Awards for All Lottery Fund £10,000 for kitchen facilities
- Ibstock Cory Environmental Trust £9,000 for play equipment
- Cllr Margaret Crabtree, KCC £700 for crockery
  
- G3 Builders – for all their patience and hard work and also for the Managing Director's personal contribution of work to several thousands of pounds for exterior surfacing.
  
- A2d Architecture – again for patience and design for the facility. Also for providing many hours of voluntary design work towards the project.

Background continued

The old Band Practice Room building had been boarded up and unused for many years. The Town Council worked with the cricket club to obtain external funding and with the original aim of the cricket club operating the facility. Unfortunately, there were some problems with this aim and rather than the Town Council handing back grant funding which had been spent it undertook to manage the café itself.

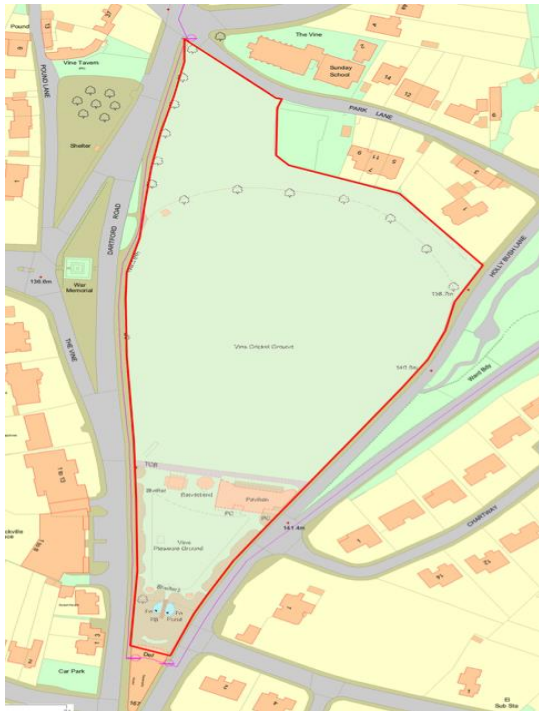
The public have welcomed the café not only for refreshments but also to have staff on site during events, children's summer entertainment. Many residents have built up a rapport with café staff.

The café's success is very reliant on good weather. Although there is only a small internal seating area if there is good weather it can cater for hundreds at a time outside on the Vine. More people are attracted to the café in the middle of a field in good weather and when events are being held.

The current manager has improved the financial aspect of the café but there is still currently a considerable shortfall. It is considered if it was operated under a concession, it would operate differently, potentially increased hours and taking additional catering opportunities. The income received will continue to benefit community facilities.

## Location

The Café on the Vine is located at the Vine between the Vine Gardens and Vine Common (cricket ground). It is an attractive area of Public Open Space with Green Flag Status and winner of Gold 'In Bloom' Awards. The area is popular with walkers and dog walkers, families, cricketers, and supporters and those attending events.



**The property known as the Vine Café is situated on the southern edge of The Vine Ground, (off Hollybush Lane), Sevenoaks, TN13 3SU.**

## 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. New agreements would need to be made with the supplier 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, however, has been reduced with additional point of sale equipment.

### Outdoor Seating

There are some fixed picnic tables outside the premises. The perimeter of the building has inset bench seating. There are some additional exterior tables and chairs which can be used, however would need to be secured at non opening times. When the bandstand is not in use it can be used for a seating area enabling cover.

### Toilets

There is a toilet on the outside of the pavilion set aside for café staff only. Café staff hold the key to this.

Public toilets are available in the Vine Gardens on the outside of the pavilion.

### External Electric Supply

On the exterior of the café is a separate electric supply which is used for events.

### Toddler Children's Play Area

The small toddler play area adjacent to the café is provided and managed by Sevenoaks Town Council.

### Refuse

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

### Outside Space

The café is situated between the Vine Gardens and the Vine Common.

The Vine Gardens is a public open space owned and managed by Sevenoaks Town Council. For the past few years, the Vine Gardens has been successful in obtaining Gold Award in South & South East in Bloom Competition and the national Britain in Bloom Competition in 2022.

The Vine Common used for cricket is owned by Sevenoaks Town Council and leased to Sevenoaks Vine Cricket Club who manage the ground.

### Car Parking

Car parking is not permitted on the Vine. Deliveries with awareness of driving onto a public space with children and dogs etc can be permitted. Arrangements can be made with Sevenoaks Town Council for staff car parking at the 'Vine Waste' area.

## Events

### Cricket

The Café on the Vine is adjacent to the Cricket Field which attracts a considerable amount of spectators during the cricket season. The café has also to date provided 'Cricket Teas'

### Bandstand

Additionally, the Café on the Vine is adjacent to the Bandstand. Sevenoaks Town Council pays for bands to play during the summer months (school holidays) on a Thursday evening and Sunday afternoon. These are free for the public and well attended.

### Vegan Markets & Climate Fair

Vegan Markets currently operate twice a year April and September and attract a good crowd.

The Climate Fair is a new venture with the second one planned for Saturday 4<sup>th</sup> May 2024.

### Additional Events

There are normally several other events which can vary from year to year but typically would include:

- Summer Festival Events
- Civic – Remembrance Day, D Day Commemoration (2024),
- Children's play days
- Hockey Club events.

### Premises Licence

See details at end of document.

## Financial Information

**The Café on the Vine currently has one employee 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 as follows, queries should be directed to the Town Council's Responsible Financial Officer [rfo@sevenoakstown.gov.uk](mailto:rfo@sevenoakstown.gov.uk)

	<b>Key Annual Financials (net)</b>
Business Rates	£825
Average Utility Bills	£5,356
Gross Income / Turnover	£54,771

**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 from 1<sup>st</sup> April 2024 or as soon as possible after that date.

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 10<sup>th</sup> March 2024**

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	
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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### CLAUSE

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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 a 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	

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

Café on the Vine Concession

10	Under counter fridge		
11	Coffee machine (rented)		
12	Hot Water Machine	See coffee machine photo above	
13	Various crockery & cooking utensils		



# PREMISES LICENCE

The Licensing Act 2003  
Schedule 12, Part B



Premises Licence Number	15/00673/LAPRE
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## Part 1 - Premises Details

<b>Postal address of premises , or if none, ordnance survey map reference or description, including Post Town &amp; Post Code</b>	
The Vine Cafe Vine Gardens Holly Bush Lane Sevenoaks Kent TN13 3SU	
<b>Telephone number</b>	None supplied

<b>Where the licence is time limited the dates</b>
Not Applicable

<b>Licensable activities authorised by the licence</b>
Recorded music Sale or Supply of Alcohol

<b>Times the licence authorises the carrying out of licensable activities</b>	
Recorded music (Indoors)	
Every Day	08:00 - 18:00
<i>Occasionally open until 20:00 hours. Couple of events per year until 22:00 hours.</i>	
Sale or Supply of Alcohol	
Every Day	08:00 - 18:00
<i>Occasionally open until 20:00 hours Couple of events per year until 22:00 hours.</i>	

<b>The opening hours of the premises</b>
Every day 08:00 - 18:30

<b>The non-standard opening hours of the premises</b>
Occasionally open until 20:00 hours Couple of events per year until 22:00 hours.

Licence Number: 15/00673/LAPRE  
Issue Date: 23/04/2015

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

**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**

Mrs Linda Christine Larter  
Sevenoaks Town 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)**

N/A

**Name of designated premises supervisor where the premises licence authorises for the supply of alcohol**

Mrs Linda Larter

**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: NSC/020931  
Licence Authority: North Somerset Council

**State whether access to the premises by children is restricted or prohibited**

N/A



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

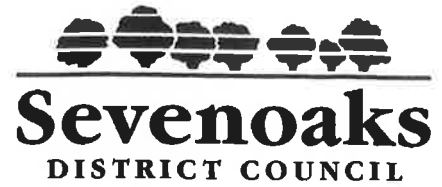
Licence Number: 15/00673/LAPRE  
Issue Date: 23/04/2015

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

# PREMISES LICENCE

The Licensing Act 2003  
Schedule 12, Part A



Premises Licence Number	15/00673/LAPRE
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**Part 1 – Premises Details**

<b>Postal address of premises , or if none, ordnance survey map reference or description, including Post Town &amp; Post Code</b> The Vine Cafe Vine Gardens Holly Bush Lane Sevenoaks Kent TN13 3SU	
Telephone number	None supplied

<b>Where the licence is time limited the dates</b> Not Applicable
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<b>Licensable activities authorised by the licence</b> Recorded music Sale or Supply of Alcohol
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<b>Times the licence authorises the carrying out of licensable activities</b>	
Recorded music (Indoors)	
Every Day	08:00 - 18:00
<i>Occasionally open until 20:00 hours.                  Couple of events per year until 22:00 hours.</i>	
Sale or Supply of Alcohol	
Every Day	08:00 - 18:00
<i>Occasionally open until 20:00 hours                  Couple of events per year until 22:00 hours.</i>	

<b>The opening hours of the premises</b> Every day                      08:00 - 18:30
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<b>The non-standard opening hours of the premises</b> Occasionally open until 20:00 hours Couple of events per year until 22:00 hours.
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Licence Number: 15/00673/LAPRE  
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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

Mrs Linda Christine Larter  
Sevenoaks Town 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)

N/A

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



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: NSC/020931  
Licence Authority: North Somerset Council

A handwritten signature in black ink, appearing to read 'Richard Wilson'.

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

## 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 06 April 2010

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)

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 of alcohol.

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(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; and

(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.

#### **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.

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.

#### **Annex 2 – Embedded conditions**

Not applicable

#### **Annex 3 – Conditions consistent with the Operating Schedule**

CCTV will be in place at the premises.

Staff will carry out a litter pick of the vicinity every day.

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

Not applicable

#### **Annex 5 – Plans**

Please see attached