

**PROPOSED AGREEMENT BETWEEN
BATH & NORTH EAST SOMERSET COUNCIL**

-AND-

[XXXXXXXXXXXXX]

UNDER SCHEDULE 9 OF THE GAMBLING ACT 2005

**RELATING TO THE GRANT OF A CASINO LICENCE
[PROVISIONAL STATEMENT]**

FOR PREMISES AT

[XXXXXXXXXXXXX]

This agreement is dated

200

PARTIES

- (1) Bath & North East Somerset Council of 9-10 Bath Street, Bath, BA1 1SN (“the Council”)
- (2) [] of [address] (“the Licensee”)

INTRODUCTION

- (1) The Council is the licensing authority for the purposes of the Gambling Act 2005 for [address of proposed premises] (“the Premises”)
- (2) The Licensee has applied for a casino licence [provisional statement] under the said Act for the Premises.
- (3) The Council has determined to grant the Licensee a casino licence [provisional statement] subject to the conditions mentioned therein and to the terms of this Deed.
- (4) The parties have agreed to enter into a legal agreement under Schedule 9 of the said Act in order to secure delivery of the benefits referred to in this Deed.
- (5) The parties acknowledge that the said licence [provisional statement] will contain a condition so as to give effect to the Licensee’s obligations contained in this Deed.
- (6) This Deed is executed by the Council as the licensing authority pursuant to its powers in Schedule 9 paragraph 5 of the said Act.

1 CONSTRUCTION OF THIS DEED

- 1.1 Where in this Deed reference is made to any clause, paragraph or schedule, such reference is to a clause, paragraph or schedule in this Deed.
- 1.2 Words importing the singular meaning include the plural and vice versa, except where the context requires otherwise.

- 1.3 Words of the masculine gender include other genders, and words denoting persons include corporate persons and associations.
- 1.4 Where there is more than one party to this Deed, all obligations are joint and several.
- 1.5 Any reference to an Act of Parliament includes any modification or re-enactment of the same and all instruments or orders of whatever nature made under it or deriving from it.
- 1.6 References to any party to this Deed shall include successors in title to that party.

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to Schedule 9 of the Gambling Act 2005, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and all other powers enabling such agreement.

3 CONDITIONALITY

- 3.1 This Deed is conditional upon grant of a new casino premises licence (“the Licence”) [provisional statement (“the Provisional Statement”)] for the Premises.

4 BENEFITS

- 4.1 The Licensee covenants to provide the benefits set out in Schedule 1 from the starting date or dates specified in that Schedule.
- 4.2 In the event that the said benefits (or any of them) are not provided at any time following the said date or dates, the Licensee covenants to pay the Council the relevant liquidated and ascertained damages set out in Schedule 1. Where the relevant benefit is supplied for only a proportion of the month, the liquidated and ascertained damages for that month shall be reduced proportionately.
- 4.3 The Licensee acknowledges and agrees that the obligation in Clause 4.2 will be without prejudice to any other remedies which the Council has for non-provision of the said benefits, including but not limited to enforcement of the conditions of the casino licence or provisional statement, a claim in debt or specific performance.

5 TERMINATION OF AGREEMENT

- 5.1 The Licensee's covenants herein shall continue unless and until the Licence or Provisional Statement is surrendered or terminates for any other reason.
- 5.2 Upon surrender or termination of the Licence or Provisional Statement, the Licensee shall remain liable for any liabilities accrued under this Deed and/or breach of covenant prior to surrender of the licence or provisional statement and the Council's remedies in respect thereof shall not be affected by such surrender.
- 5.3 For the avoidance of doubt in the event that the grant of a premises licence for a casino follows the grant of the Provisional Statement:
- 5.3.1 the Licensee's covenants herein shall continue in full force and effect unless and until the premises licence is surrendered or terminates; and
- 5.3.2 all references herein to the Licence shall be deemed to include reference to a premises licence following the grant of the Provisional Statement.
- 5.4 For the avoidance of doubt, in the event of transfer of the Licence or Provisional Statement, the Licensee's covenants herein shall continue unless and until the Council agrees in writing to cancel this Deed.
- 5.5 In the event of such cancellation, the Licensee shall remain liable for any liabilities accrued under this Deed and/or breach of covenant prior to cancellation and the Council's remedies in respect thereof shall not be affected by such cancellation.

6 WAIVER OF AGREEMENT

- 6.1 No waiver (whether express or implied) by the Council of any breach or default in performing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing the any of the relevant covenants, terms or conditions or for acting upon any subsequent breach or default.

7 INTEREST AND INDEXATION

- 7.1 Any monetary payments due under this Deed shall carry interest at the rate of 1% above the Bank Rate of the Bank of England from time to time.

7.2 Any fixed monetary payments due under this Deed shall increase on 1st January of each year by an amount equivalent to the increase in the Retail Price Index issued by the Office for National Statistics on 1st January of the preceding year.

8 MISCELLANEOUS

8.1 The Licensee shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

8.2 If any clause of this Deed is found to be invalid, illegal or unenforceable, then this shall not affect the validity or enforceability of the remaining provisions of this Deed.

8.3 This Deed is governed by and interpreted in accordance with the law of England and Wales.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1

[Please specify:

- (1) The benefit as fully as possible, together with whether and if so what periodic payments are proposed)*
- (2) The starting date for the provision of the benefit.*
- (3) The liquidated and ascertained damages payable per calendar month for any period following the starting date over which the benefit in question is not being provided.]*

Benefit	Starting date	Liquidated and ascertained damages: sum payable per calendar month.
1.		
2.		
3.		
4.		
5		
6		
7		
8		
9		
10		

