

February 23, 2023

**LAUTOKA CITY COUNCIL**

**PRESCRIBED TENDER FORM FOR CANTEEN AT CHURCHILL. PARK, LAUTOKA**

The Chief Executive Officer  
Lautoka City Council  
Lautoka

I, hereby tender as follows to lease the ‘Churchill Park Canteen’ after having read the main terms and conditions of tenancy stipulated at back hereof:

**Leasing of Churchill Park Kiosk for a month –Tender Amount..... (V.E.P.) per month**

I intend to sell the following items from the kiosk:-

.....  
.....  
.....  
.....  
.....

Enclosed is my tender deposit of \$100.00.

.....  
**Signature**

.....  
**Date**

**NAME OF TENDERER:-** .....

**FULL RESIDENTIAL ADDRESS:**.....

**POSTAL ADDRESS:**.....

**PHONE:**.....

**N.B.** (1) Tenders close on **Friday, March 3rd, 2023, at 3.00p.m.**

(2) Please mark “**Tender for Churchill Park Canteen**” on sealed envelope.

(3) Enclosed tender deposit of \$100.00.

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**MAIN TERMS & CONDITIONS OF LEASING OF CHURCHILL PARK  
CANTEEN SITUATED AT CHURCHILL PARK GROUND# 1, LAUTOKA**

1. Term of tenancy would be three (3) years. Canteen will only be operational when games and events are to be held at Churchill Park.
2. Rental shall be payable in advance and if rent remains in arrears for more than twenty one (21) days, the council may determine the continuity of the tenancy in accordance to provisions of this Agreement.
3. The prospective tenant shall pay for water rates, electricity charges and any other services which the tenant may install.
4. The tenant shall keep the Canteen in good and tenantable repair and condition including replacement of electric fittings, etc. repainting as and when required by the council.
5. Upon the expiry of the tenancy, the tenant shall yield up the premises in good and tenantable repair and condition.
6. The tenant shall be required to comply to provisions of the Public Health Act at all times and pay and maintain necessary Health license.
7. The tenant shall use the premises only as a canteen for the sale of refreshments, coffee and confectionery, etc. Preparing food for consumption is restricted and tenant shall not sell liquor or other alcoholic drinks from the premises.
8. The tenant will not transfer, assign sublet or part with the possession of the premises or any part thereof.
9. The tenant shall deposit with the council the sum equivalent to **TWO MONTH'S RENTAL** as security deposit for the performance by him of the covenants and agreements on his part herein contained to cover any arrears of rent, damages to the premises or other liability by the tenant under the provisions hereof.

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10. The canteen would be given on “as is where is” basis.

11. **Health & Safety at Work Act, 1996**

(a) The tenant shall ensure that the said Act and Regulations are properly complied to as the council will not be liable for any negligence on the part of the tenant while in operation of the said canteen.

(b) The tenant shall obtain certificate of compliance i.e. OHS & Fire prior to business operation.

12. **Indemnity**

The tenant shall indemnify and keep indemnified the council against any claim or demand arising out of the tenancy.

13. **Termination**

The failure by the tenant in maintaining the kiosks as per requirements of Public Health Act, Cap. 111 and Pure Food Act, Cap. 116, the council reserves the right to terminate the tenancy agreement by giving one month’s notice.

The tenant may terminate this Agreement by giving one month notice to the Council.

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