



## Neston Market

### Traders' Licence Terms and Conditions

#### Definitions in these regulations:

- (A) **'The Town Council'** means Neston Town Council of Neston Town Hall, High Street, Neston, Cheshire, CH64 9TR
- (B) **'The Market'** means the Markets of Neston Market Square and Town Hall.
- (C) **'Markets Officer'** means the person appointed by the Town Council to carry out day to day supervision of the Market.
- (D) **'Markets Manager'** means the person appointed by the Town Council to carry out the management and development of the market.
- (E) **'Stalls and Pitches'** means standing bench, table, pitch, site or space used or intended to be used for the sale of Goods.
- (F) **'Goods'** include provisions, commodities and articles brought into the Market for the purpose of sale.
- (G) **'Trader'** is any person or company who has been granted licence to trade at the Market by the Town Council and who has agreed to comply in full with the Council's Trader's Licence Terms and Conditions and the payment of fees.
- (H) **'The Pitch'** means the pitch allocated to the Trader by the Town Council from time to time. It is intended that the Trader will generally use a regularly allocated pitch but it is agreed and acknowledged that the Town Council may in its absolute discretion allocate to the Trader a different pitch of equivalent size and position, and may allow another trader to use a pitch formerly used by the Trader.
- (I) **'Standard Pitch Size'** for charging purposes is a pitch from 2.5m X 2.5m up to 2.5m X 5m, which will be allocated by the Markets Officer.
- (J) **'The Rights'** means the right to use the Stalls and Pitches on the Market Days during the Market Hours, as detailed in 2.1, for the purpose of selling the Goods and the right to use the Pitch for [two hours] before and [one hour to a maximum of an hour and a half] after the Market Hours on the Market Days for the purposes respectively of assembling a Stall and unloading the Goods, and dismantling a Stall and loading the Goods.

- (K) **'The Goods'** means the goods the sale of which by the Trader has been formally approved by the Town Council.
- (L) **'The Market Days'** and **'The Market Hours'** are as set out at clause 2.
- (M) **'The Licence Period'** means (other than for Casual Stallholders) the Market Hours on the Market Days (or such of the Market Days as may be agreed between the Town Council and the Trader) until the Licence is ended under the provisions of these Terms and Conditions.

## 1 **Licence to trade at Neston Market**

- 1.1 Traders wishing to apply for a Pitch at the Market will be required to register, sign the licence agreement application form and pay the associated registration fee.
- 1.2 The Town Council is under no obligation to approve any such application but if it does so then the Trader is granted the Rights, in common with the Town Council and all others authorised by the Town Council so far as is not inconsistent with the Rights, during the Licence Period.
- 1.3 The Goods allowed on the market will be at the discretion of the Markets Manager to achieve a good mix of trades.
- 1.4 Stall or pitch hire may be terminated at any time by the Markets Officer or Manager if the Trader is found to be in breach of the Terms and Conditions of Trade.
- 1.5 The Council reserve the right to give one week's notice to terminate a Trader's licence.

## 2 **Market Days and Hours**

- 2.1 Details of all market days and trading hours are as follows:

<b>Day</b>	<b>Description</b>	<b>Opening Hours</b>	<b>Frequency</b>
Friday	General trading market - indoor and outdoor area	8am-up to 3pm	Weekly - every Friday
Night Market	General trading market - indoor and outdoor area	TBC	TBC
TBC	Christmas Market	TBC	TBC
Friday	Good Friday Market	8am-up to 3pm	Good Friday

\*\* Traders will not be permitted to have access to the market square before 6am (as stated in the market square agreement) \*\*

- 2.2 Market Days and/or Market Hours may be varied by the discretion of the Markets Manager. No markets are held on Christmas Day, Boxing Day, New Year's Day or other Bank/Public Holidays (excluding Good Friday) unless notified by the Markets Manager.

### **3 Hiring a Pitch**

- 3.1 A Pitch reserved for a Trader, if not occupied by 8am on Friday will be re-let by the Market Officer.
- 3.2 A Trader newly allocated a permanent Pitch will be expected to attend for the first 6 weeks and regularly thereafter on each agreed Market day applied for. Should the Trader not attend, the Pitch will be re-allocated.
- 3.3 Market Hours must be observed and Traders will be required to trade on all of their agreed Market Days.
- 3.4 A Trader who has not occupied their Pitch for three weeks in succession will be deemed to have terminated their Licence unless the Trader has given to the Markets Manager an acceptable reason for absence.
- 3.5 Notice of non-attendance must be given by contacting the Markets Officer directly. The Council will accept no responsibility for messages sent by a third party.
- 3.6 In return for the grant of a licence the Trader must pay Pitch fees in accordance with the Town Councils approved 'Charging Schedule'.
- 3.7 All Traders must have current Public Liability Insurance to the value of no less than £5,000,000 cover. Every Trader must indemnify the Town Council against all actions as a result of its activity. Traders must be able to produce evidence of such insurance upon request. Traders will not be allowed to trade unless an up to date copy of their certificate of public liability insurance is held by the Town Council. New traders must produce this prior to or on their first day of trading.
- 3.8 If a trader requires someone else to run their stall for a set period of time notice must be give to the Markets Manager in advance of the start date, this must include full details for that employee including Full name, DOB and N.I Number.
- 3.9 A Trader must notify the Markets Officer of any changes in the operation of the pitch including any amendment to business name and address.
- 3.10 On occasion it may be necessary for the Council to cancel the allocation of a particular pitch on a specific market day in order to permit maintenance or other work.

### **4 Casual Stallholders**

- 4.1 A Trader wishing to trade as a casual stallholder may do so subject to availability and approval from the Markets Officer, for the day of the Market only. Fees are payable on demand to the Markets Officer. Ad hoc Stall holders will be charged an additional £5 per week per pitch.
- 4.2 Should a permanent Pitch become available for hire, the Markets Officer shall first consider applications from existing Traders without an allocated Pitch and shall then allocate remaining Pitches to those wanting to be casual stallholders who appear on the waiting list. A Casual traders must attend the market on a regular basis for at least 6 months before being offered any available permanent

pitches. Casual traders will only be permitted to take free holiday weeks after 6 months and these will be allocated on a pro-rata basis.

- 4.3 Available Ad hoc Pitches will be allocated at 8.15am (or earlier at the discretion of the Markets Officer) on the Market Day in question by the Markets Officer, .

## **5 Stalls and Pitches**

- 5.1 A Trader may occupy only the Pitch allocated by the Markets Officer. Although it is intended that this be the same Pitch, the Town Council reserves the right to change this at its discretion.
- 5.2 The name of every Trader must be clearly and legibly displayed in a prominent position at the front of the Stall or Pitch whilst trading is carried out from the Stall or Pitch.
- 5.3 A Trader shall not place Goods beyond the boundaries of their Pitch whether on the ground or hanging from any part of the Stall or Pitch.
- 5.4 No alterations or additions may be made to the structure or fittings of any Stall or Pitch. Any fixtures and fittings belonging to a Trader must be removed before the end of the Market Day.
- 5.5 Any stall or gazebo provided by a Trader should preferably have a white canopy and be approved in advance by the Markets Officer. When directed to do so by the Markets Officer, a Trader must use a stall or gazebo hired from the Town Council.
- 5.6 Any fixtures or fittings or appliances provided by a Trader must be safe and kept in good condition.
- 5.7 Stalls and all other goods must be removed from the Market no later than one hour following the closure of the Market.
- 5.8 Aisle widths must be maintained and trolleys, trucks or boxes must not be used as an extension to any Stall or Pitch or protrude from a Stall or Pitch.
- 5.9 The Trader must comply with any rules, regulations or byelaws notified to him which the Town Council may make governing use of the Market, including but not limited to the Pitch and exercise of the Rights.
- 5.10 The Trader must not impede in any way the Town Council or its officers, employees or agents in the exercise of the Town Council's rights of possession and control of any part of the Market Place, including but not limited to the Pitch.
- 5.10.1 The Trader must permit the Town Council or its officers, employees or agents to enter the Pitch and view the exercise of the Rights.
- 5.11 The Trader may sell only the approved Goods from the Pitch.
- 5.12 The Trader will keep the Town Council fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Trader, or any persons at the Stall expressly or impliedly with his authority, or the exercise or purported exercise of the Rights, or any breach or non-observance by the Trader of the obligations, conditions or other provisions of this Licence.

5.13 The Trader must not do or omit to do anything:

5.13.1 that could cause any insurance policy on or in relation to the Market Place to become wholly or partly void or voidable, or

5.13.2 by which additional insurance premiums may become payable.

## **6 Hire of the Town Council's market stall gazebos**

6.1 The Town Council gives no warranty as to the suitability of the gazebo for any specific purpose and it is for the Trader to satisfy themselves as to suitability and to adequacy.

6.2 The Trader will be solely responsible for construction (and subsequent dismantling) of the gazebo and agrees to exercise reasonable skill and care in performing that task. The Town Council will have no liability to the Trader, and the Trader will indemnify the Town Council against any liability to a third party, in respect of any loss or damage resulting from improper or inadequate construction of the gazebo.

6.3 Market staff will provide help to construct the gazebos in exceptional circumstances at the discretion of the Markets Officer.

6.4 The Town Council accepts no liability for consequential loss of any kind (included but not limited to loss or damage to stock or produce, loss of revenue or profit) and its liability to the Trader will in any event not exceed the fee payable by the trader to the Town Council for hiring the gazebo.

6.5 Nothing in this clause seeks to exclude or limit liability for death or personal injury.

6.6 The Town Council and the Trader agree that the provisions of this clause 6 are reasonable but in the event that a Court of competent jurisdiction finds any part unreasonable then this clause shall continue to apply varied to the least extent required to render it reasonable.

6.7 Stallholders must pay the hire charge in accordance with the Council's current Charging Schedule.

## **7 Absence from the Market**

7.1 A Trader not intending to trade or occupy their Pitch on an agreed Market Day must notify the Markets Officer by 7.30am of that day or shall be charged at the appropriate daily rate and the Stall or Pitch made available on a casual basis to an Ad hoc trader. Traders who notify the Markets Officer by 7.30am will only be charged at half the appropriate daily rate.

7.2 Re-allocation of Stalls or Pitches shall occur after absence exceeding two Market days unless a satisfactory explanation in writing has been received during that period or absence (other than for sickness).

7.3 Absence due to sickness for a period of two or more Markets must be supported by a medical certificate unless otherwise agreed by the Markets Manger.

## **8 Trading Lines**

- 8.1 Limitations on the range and type of Goods (i.e. trading lines) must be strictly observed and requests for changes must be approved by the Markets Officer, in consultation with the Markets Manager, in writing prior to any changes taking place. An administration charge will be payable for any changes to approved lines.
- 8.2 The Markets Officer or Manager has the right to refuse the introducing of any additional Goods.

## **9 Transfer of Stalls and Pitches**

- 9.1 The licence of a Pitch is personal to the Trader and is not transferable. The Trader may not permit anyone else to occupy the Stall or Pitch other than his / her bona fide employees or assistants.
- 9.2 The assigning or sub-licencing of a Pitch is prohibited. However a Trader may nominate to the Town Council for consideration another person to take a licence of the Pitch from which the Trader has been operating.

## **10 Market Charges**

- 10.1 Once a Pitch has been allocated, fees will be payable on demand whether or not it is occupied.
- 10.2 Traders must pay fees in accordance with the Council's current Charging Schedule.
- 10.3 A Trader who defaults on the payment of fees will automatically forfeit their Licence, and will therefore need to reapply for consideration by the Council should they wish to trade again.
- 10.4 Traders are required to pay for the space they occupy which includes any area of ground underneath or overhanging part of the Stall and any ground used for storage or display of Goods. Charges for additional space are set out in the Charging Schedule.
- 10.5 For traders of the Friday Market, Traders' fees will be waived on 5 Market Days (singular or consecutive) and which can be taken as holiday entitlement during the 12 month period which ends on 31<sup>st</sup> March.
- 10.6 A holiday request form must be completed 2 weeks in advance of the first date of the holiday and submitted to the Markets Manager.
- 10.7 Traders not wishing to take advantage of their 5 days' holiday entitlement can trade without fee on these trading days. Traders are responsible for notifying the Markets Officer, in advance, of the days on which they wish to take advantage of this clause. Any holiday entitlement not taken by 31<sup>st</sup> March will be forfeited.
- 10.8 If a trader does not attend a market without giving notice the appropriate fees for the missing week must be paid. Holiday entitlement cannot be used retrospectively.

- 10.9 Where notification of absence due to sickness is given and supported by a medical certificate the Pitch fee will be waived for the period of absence up to two weeks. The Trader shall be charged for the third calendar market at half the daily fee for the first three months of sickness leave. Exceptions to this are at the discretion of the Markets Manager.
- 10.10 Arrears as a result of sickness can be accumulated for a period of not more than 4 weeks. If arrears accumulate for more than 4 weeks the Trader's licence will be suspended, unless previously agreed by the Markets Manager.
- 10.11 A Trader who suffers a close family bereavement will be allowed two trading days absence free of market charges.
- 10.12 A receipt shall be obtained for all fees paid. The receipt shall be retained and made available on demand by the Markets Officer or authorised auditor.
- 10.13 The Markets Officer decides whether or not adverse weather conditions apply having regard to prevailing weather conditions in the market place. Traders who are in attendance at the time of such adverse weather conditions are declared can opt not to trade, or cease to trade. Should weather conditions be so serious as to affect the total operation of the Market, the Market can be cancelled at the discretion of the Markets Officer. Any reduction in fee as a result of adverse weather is at the discretion of the Markets Officer in consultation with the Markets Manger.
- 10.14 The Town Council reserves the right to re-allocate any part of a Pitch not utilised by a Trader.
- 10.15 The Council has the right to review fees annually.

## **11 Conduct**

- 11.1 A Trader shall not undertake any act that might cause danger, nuisance or annoyance to other traders, visitors or local commercial occupiers and shall comply without question with the reasonable instruction of the Markets Officer or Markets Manager.
- 11.2 A Trader shall not harass, threaten or otherwise prevent the Markets Officer or Markets Manager from managing the Market or enforcing these Terms and Conditions. Contravention of this requirement will be viewed as a breach of the Terms and Conditions and may result in a Trader's licence being terminated.
- 11.3 Traders and their staff are required to conduct themselves in an orderly manner and cause no obstruction to the aisles.
- 11.4 Traders must observe all statutory and regulatory requirements relating to the use of Pitches.

## **12 Litter, refuse and hygiene**

- 12.1 Traders are all required to keep their Pitches clean and free from litter.

- 12.2 The Town Council will provide for the removal from the designated waste and recycling area of any reasonable waste or recyclable material in relation to the Market and its trading activities under the Litter Act 1983. Only waste generated whilst at Neston Market will be collected. **Waste not generated whilst at Neston Market cannot be disposed of by the Town Council. Any food waste is not permitted.** Non-compliance of these rules may result in formal action.
- 12.3 Traders selling foodstuffs must comply with the Food Hygiene (England) Regulations 2006 as amended.
- 12.4 All food which is handled, stored, packed, displayed or transported shall be protected against contamination. Food must be placed and/or protected as to minimise any risk of contamination.

### **13 Excluded goods**

- 13.1 The sale of dangerous weapons is prohibited
- 13.2 The sale of live animals, fish, birds or other fowl is prohibited.
- 13.3 Ear-piercing, tattooing, acupuncture or electrolysis is prohibited.

### **14 Vehicles**

- 14.1 Unloading of vehicles must be carried out before the commencement of sale of goods to the public and wherever possible be completed no later than the start of Market Hours.
- 14.2 A Trader who has a legitimate need to trade from a lockable mobile vehicle, will be allowed to do so at the discretion of the Markets Officer in consultation with the Markets Manager. Such vehicles must comply in full with the relevant Hygiene and Health and Safety requirements. Such Vehicles will be subject to the appropriate fee.
- 14.3 Vehicles will not be allowed to remain load or unload in on the Market square. However if, in the opinion of the Markets Officer, they cause obstruction or cause inconvenience to the public or other Traders they will be asked to remove their vehicle.
- 14.4 The bollards at the entrances to the Market Square will not be removed until the Market has closed at the prescribed time.
- 14.5 The Markets Officer may relax these provisions during adverse weather conditions.

### **15 Storage of Goods**

- 15.1 Traders may only store Goods in designated storage lockup areas allocated by the Markets Officer.
- 15.2 In such circumstances:-



- 15.2.1 Goods may be stored at the Market on the express understanding that the Town Council and its officers may access the storage areas at any time and the Town Council shall not be liable for any loss or damage however caused.
- 15.2.2 Traders must pay storage fees in accordance with the Council's current Charging Schedule.

## **16 Complaints**

- 16.1 Any Trader aggrieved by any action taken against him / her should make a complaint using the Town Council's formal complaints procedure. (More information can be obtained from the Town Council's website [www.neston.org.uk](http://www.neston.org.uk))
  - 16.2 The Markets Officer's and Market Manager's instructions and decisions regarding the operations of the Market must be observed. Decisions made by the Markets Officer or Market Manager regarding the rules and regulations are final.
  - 16.3 In the event of any Trader not complying with the Terms and Conditions during the holding of the Market, the Markets Officer or Market Manager, by written notice, may require the Trader to immediately leave the Market and to remove all belongings. The Markets Officer's or Market Manager's decision on whether the Terms and Conditions have been complied with cannot be contested on the day the alleged breach occurs, but the Trader may appeal within seven (7) days to the Town Council who will fix a time as soon as practicable to hear the appeal and who may make such further decision and take such action as they deem appropriate. This may include the suspension or cancellation of any Trader's licence.
- 17** Nothing in this Licence is intended to confer any benefit on any person who is not a party to it.

**NOTE:** The Town Council reserves to right to vary these Terms and Conditions at any time following a period of 14 day consultation.

**Revised March 2019**