



## 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 and management of the Market.
- (D) **'Stalls and Pitches'** means standing bench, table, pitch, site or space used or intended to be used for the sale of Goods.
- (E) **'Goods'** include provisions, commodities and articles brought into the Market for the purpose of sale.
- (F) **'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.
- (G) **'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.
- (H) **'The Rights'** means the right to use the Stalls and Pitches on the Market Days during the Market Hours for the purpose of selling the Goods and the right to use the Pitch for [one hour] before and [one hour] 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.
- (I) **'The Goods'** means the goods the sale of which by the Trader has been formally approved by the Town Council.
- (J) **'The Market Days'** and **'The Market Hours'** are as set out at clause 2.
- (K) **'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 Officer to achieve a good mix of trades.
- 1.4 Stall or pitch hire may be terminated at any time by the Markets Officer 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-3.00pm	Weekly - every Friday
Saturday	Farmers' and Food Makers' Market- indoor and outdoor area	10am-2pm	1 <sup>st</sup> Saturday of every month
Saturday	Christmas Markets	8am-3pm	1 <sup>st</sup> Saturday of December
Friday	Good Friday Market	8am-3pm	Good Friday

- 2.2 Market Days and/or Market Hours may be varied by the discretion of the Markets Officer. 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 Officer.

## **3 Hiring a Pitch**

- 3.1 A Pitch reserved for a Trader, if not occupied by 8am on Friday (9.30am for the Saturday Farmers' and Food Makers' Market), or agreed by the Markets Officer, will be re-let unless the Markets Officer has been previously notified of late arrival.
- 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 Officer 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.
- 3.8 If a Trader employs someone on a regular basis positive proof of such employment must be provided.
- 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.
- 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.
- 4.3 Available casual Pitches will be allocated at 7.45am 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 unless prior permission has been received from the Markets Officer.
- 5.4 No alterations or additions to the structure or fittings of any Stall or Pitch may be made except with the prior permission of the Markets Officer. 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 must 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 time set for the close 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 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.
- 6.4 Nothing in this clause seeks to exclude or limit liability for death or personal injury.
- 6.5 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.
- 6.6 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 a casual stallholder.
- 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 Officer.

## **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 writing prior to any changes taking place. An administration charge will be payable for any changes to approved lines.
- 8.2 The Markets Officer 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.
- 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 6 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> October. Additional holidays and associated retainer fees will be at the discretion of the Markets Officer.
- 10.6 Traders not wishing to take advantage of their 6 days' holiday entitlement can trade without fee on these days. Traders are responsible for notifying the Markets Officer of the days on which they wish to take advantage of this clause. Any holiday entitlement not taken by 31<sup>st</sup> October will be forfeited.
- 10.7 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.
- 10.8 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 terminated, unless agreed by the Markets Officer.
- 10.9 A Trader who suffers a close family bereavement will be allowed two trading days absence free of market charges.
- 10.10 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.
- 10.11 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.
- 10.12 The Town Council reserves the right to re-allocate any part of a Pitch not utilised by a Trader.

10.13 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.

11.2 A Trader shall not harass, threaten or otherwise prevent the Markets Officer 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. It is the responsibility of all Traders, without prejudice to any liability there may be under the Litter Act 1983, to ensure any such waste is delivered to the designated waste and recycling area. A charge will be made for any waste required to be removed by the Town Council.

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 in any case must be completed no later than the start of Market Hours, unless prior permission has been received from the Markets Officer.

- 14.2 Should a Trader wish to trade from a lockable mobile vehicle, this may be allowed at the discretion of the Markets Officer. Such vehicles must comply in full with the relevant Hygiene and Health and Safety requirements.
- 14.3 Traders wishing to park their vehicles in the Market must obtain the permission of the Markets Officer and pay the appropriate fee. Due to weight restrictions there will be no parking of vehicles in certain parts of the Market Square. Details available on request.
- 14.4 Vehicles will not be allowed to remain in the Market if, in the opinion of the Markets Officer, they cause obstruction or cause inconvenience to the public or other Traders.
- 14.5 The bollards at the entrances to the Market Square will not be removed until the Market has closed at the prescribed time or at the discretion of the Markets Officer.
- 14.6 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.
- 16.2 The Markets Officer's instructions and decisions regarding the operations of the Market must be observed. Decisions made by the Markets Officer 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, by written notice, may require the Trader to immediately leave the Market and to remove all belongings. The Markets Officer'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 2015**