



Neston Market
Traders' Licence Terms and Conditions
W.E.F 6.4.22

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. (Being the Senior Markets & Support Co-ordinator or in the absence of the SM&SC on market day, the Council Manager or most senior member of NTC staff available on that market day).
- (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 [two hours] before and [two hours] after the Market Hours on the Market Days in both

respects for the sole purposes of assembling a stall and unloading the Goods, and dismantling a stall and loading the goods only.

- (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. This will apply when a casual trader becomes a permanent trader and will be a one-off 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 Market 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:

Day	Description	Opening Hours	Frequency
Friday	General trading market - indoor and outdoor area	8am-up to 2pm	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 2pm	Good Friday

** Traders will not be permitted to have access to the market square via Brook Street before 6am and Raby Road before 7am (as stated in the market square agreement) **

Traders are expected to trade until the advertised market end time of 2.00pm. Exceptions to this are at the discretion of the Markets Officer in consultation with the Markets Manager and this process should not be influenced by other

traders. Any trader who leaves the market before 2.00pm and without permission will result in a written notice being issued and could ultimately result in their licence to trade being suspended.

- 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 and any other special additional bank holiday) 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 In return for the grant of a licence the Trader must pay Pitch fees in accordance with the Town Councils approved 'Charging Schedule'.
- 3.6 Notice of non-attendance must be given by contacting the Market Manager, by midday on Thursday via email or phone, or the Markets Officer, by phone, by 7.00am on Friday morning, directly. The Council will accept no responsibility for messages sent by a third party. (*see end of document for contact details*)
- 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 given 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.
- 3.11 The council reserves the right to alter any stall location or change the market layout. No trader will have exclusive occupation of any pitch.

- 3.12 Monthly traders must specify which week each month they wish to trade on (e.g. the first week of each month). Should they wish to trade on any additional weeks they must contact the Market Manager or Market Officer in advance to check if any pitches are available.

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. Appropriate fees are payable on demand to the Markets Officer (see current charging schedule).
- 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 trader must attend the market on a regular basis for at least 4 weeks (or in the case of bi-weekly or monthly traders 4 markets) before being offered any available permanent pitch. Following a period of 4 weeks or markets a permanent pitch will be offered.
- 4.3 Available casual 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.
- 4.4 Should a casual trader not wish to accept the offer of a permanent pitch this must be put in writing to the Markets Manager.

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.
- 5.5.1 Any trader who uses their own gazebo must provide and install their own weights for their gazebo/s. The gazebo/s used must be fit for purpose and of a sufficient quality as to be deemed safe by our Markets officer. The Markets Officer will have final say as to whether the trader's gazebo meets safety requirements.
- 5.5.2 Any trader using a gazebo must install one weight per leg of that gazebo every week. If windy conditions are expected the Markets

Officer may deem that additional weights are required and will instruct traders to install additional weights as he sees fit. Alternatively, the gazebo must be taken down. It is the trader's responsibility to collect their own weights from the storage cage, if stored by NTC, and to install them. The trader must also return the weights to the storage cage at the end of the day. A truck is available to assist with this if required.

- 5.5.3 The Trader will be solely responsible for construction (and subsequent dismantling) of their gazebo.
- 5.5.4 Market staff will provide help to construct the gazebos and install weights where necessary, at the discretion of the Markets Officer.
- 5.5.5 Any trader who leaves weights on the market square rather than returning them to the storage cage at the end of the day will be fined on the next market day.
- 5.5.6 Traders are responsible for the maintenance of their gazebo's and for the upkeep and storage of backs/sides, gutters and all weights.
- 5.5.7 Gazebo's must not be used in wind speeds of over 20mph.
- 5.6 Any fixtures or fittings or appliances provided by a Trader must be safe and kept in good condition. Traders must ensure that any electrical equipment used on the market has a valid Portable Appliance Certificate. Appliances without a valid certificate may not be used. Traders must be able to provide proof of a valid PAT certificate if requested.
- 5.7 Stalls and all other goods must be removed from the Market no later than two hours 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.

5.14 In the event of an unavoidable delay which causes the trader to arrive late, the market officer may hold a pitch open until 10.00am, provided that they have been contacted prior to the 7.00am deadline. Access to the Market Square may not be permitted, depending on arrival time. If the trader then subsequently fails to arrive a week will be deducted from the annual leave entitlement.

6 Use of the Town Council's market stall gazebos by invited entertainment or voluntary groups

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

6.2 The Town Council will have no liability to the user, and the user 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 and install weights.

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)

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

6.6 The Town Council and the user 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.

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 7.00am on that day. On these occasions the pitch may be allocated to a different trader for that trading day. This non-attendance day will be deducted from the annual leave entitlement.

7.2 (copy of 10.8) A trader is not expected to take more than the allocated 8 days leave entitlement weeks. If a trader does not attend the market once the full 8 week's leave entitlement has been used up the trader's status will immediately revert to casual. The trader must then pay the appropriate casual trader fee until such time that they can be offered a permanent pitch.

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 introduction 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 via Zettle card payment system. Regardless of the payment method (i.e. card, payment link or invoice) payment must be made within 72 hours of issue. Failure to make payment within this time scale may result in the trader being barred from the following weeks market.
- 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 the Stall and any ground used for storage or display of goods as detailed in the charging schedule.
- 10.5 For permanent traders of the Friday Market, Traders' fees will be waived on 8 Market Days which can be taken as leave entitlement during the 12 month period which ends on 31st March. (NB: this will be pro-rated for bi-weekly, monthly and new permanent traders)
- 10.6 A holiday request form must be completed 2 weeks in advance of the first date of any planned annual leave and submitted to the Markets Manager. A trader is not expected to take more than 2 consecutive weeks away from the market unless there are exceptional circumstances and this has been agreed in advance with the Markets Manager.
- 10.7 Traders not wishing to take advantage of their 8 days' leave entitlement per year can trade without fee for a maximum of 4 markets in any one year. Traders are responsible for notifying the Markets Officer before any fees are collected. Any leave entitlement not taken by 31st March will be forfeited.

- 10.8 A trader is not expected to take more than the allocated 8 days leave entitlement weeks. If a trader does not attend the market once the full 8 week's holiday entitlement has been used up the trader's status will immediately revert to casual. The trader must then pay the appropriate casual trader fee when they return and until such time that they can be offered a permanent pitch.
- 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 three weeks. Exceptions to this are at the discretion of the Markets Manager.
- 10.10 Should sickness extend beyond three weeks a mutually arranged meeting will be scheduled with the market Manager to ensure the best way forward for all concerned, at which time charges may become payable.
- 10.11 A Trader who suffers a close family bereavement will be allowed two trading days absence free of market charges.
- 10.12 A trader wishing to take maternity leave must discuss the start date of leave and the proposed return date with the Market Manager at the earliest opportunity. Fees may become payable to retain the pitch and the trader may have to revert to casual status upon return to the market, depending on the length of leave taken.
- 10.13 A trader wishing to take additional leave, once all holiday leave has been used, for compassionate reasons will be at the discretion of the Markets Manager and will only be agreed in exceptional circumstances. Such leave will be closely monitored and regular updates will be required. Should the leave exceed an additional 4 weeks, throughout the year, a mutually arranged meeting will be scheduled with the Market Manager to ensure the best way forward for all concerned, at which time charges may become payable.
- 10.14 A receipt shall be sent electronically for all fees paid.
- 10.14 The Markets Officer decides whether or not adverse weather conditions apply having regard to prevailing weather conditions in the market place. 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. If the Market Officer instructs traders to cease trading they must immediately do so, taking down gazebos immediately, and they must pack away as quickly as possible. Failure to follow the Markets Officer's instructions may result in a fine, not exceeding the amount of the trader's total pitch fee.
- 10.15 Any permanent trader who may wish to trade from a vehicle, in the event high winds when gazebos cannot be used, must have completed and had approved by the Market Manger, their own risk assessment for trading from a vehicle in advance. The Market Manager will keep a record of this on file.
- 10.16 In the event of bad weather permanent traders who have provided a risk assessment and have been notified that this has been approved, may be permitted to trade from suitable vehicles if the Markets Officer deems that it is safe to do so, the trading hours may be reduced in this situation. There will also be no vehicular movement on the market during trading hours.

- 10.17 Any reduction in fees as a result of adverse weather is at the discretion of the Markets Officer in consultation with the Markets Manger.
- 10.18 The Town Council reserves the right to re-allocate any part of a Pitch not utilised by a Trader.
- 10.19 The Council has the right to review fees at the Council's discretion.

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.
- 11.5 Traders are expected to present a positive image at the market and to treat customers, fellow traders and others with courtesy at all times. Traders should also not bring any adverse publicity to the market, fellow traders or the Council.
- 11.6 Any market related queries or issues must be reported to the Market Officer or Market Manager who will endeavour to resolve them quickly. Traders are not expected to take these matters into their own hands.

12 Litter, refuse and hygiene

- 12.1 Traders are all required to keep their Pitches clean and free from litter.
- 12.2 Neston Town Council does not collect rubbish from its Market Traders and Traders are not permitted to dispose of any rubbish in the Town Council bins. All rubbish must be taken away and disposed of correctly.
- 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 8.00am, the start of the Market Hours.
- 14.2 During unloading traders must not park on or hinder access to another trader's pitches.
- 14.3 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.
- 14.4 Vehicles will be allowed access to load or unload 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.
- 14.5 The bollards at the entrances to the Market Square will not be removed until the Market has closed at the prescribed time.
- 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 or 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. Storage fees must also be paid for any weeks in which the trader does not attend the market. Fees will be collected on return to the market, however if the absence is likely to be lengthy traders will be contacted to make arrangements for payment to be made.

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)
- 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.
- 16.4 The Council has a zero tolerance attitude to aggressive behaviour, be it violent or abusive, to our staff or traders. Any trader who behaves in such a manner will have their licence revoked immediately, and any casual trader seeking a stall will not be given a pitch or allowed to return to Neston market.
- 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 2022

CONTACT DETAILS

Market Manager – 0151 336 3840 nicky.mcmahon@nestontowncouncil.org.uk or council@nestontowncouncil.org.uk

Market Officer – 07880 802943 (from 6.00am on Friday only)
james.jones@nestontowncouncil.org.uk