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|  | Meeting (No)                      | <b>Market &amp; Town Hall Committee (3)</b> |
|  | Date                              | <b>27<sup>th</sup> September 2022</b>       |
|  | Document                          | Ref No                                      |
|  | <b>Gazebo hire to new traders</b> | <b>MTH3/43b</b>                             |

Neston Town Council retained ownership of 2 single and 2 double gazebos when the remaining gazebos were sold to existing traders. These gazebos are used by the council and by invited entertainment or voluntary groups attending the market.

Gazebos cannot currently be hired out to traders. However, this is causing some issues when attracting new traders as purchasing a gazebo is a large expense for a new trader.

There are currently 2 spare gazebos, as these have been returned to the council when 2 traders left the market, as per the sale agreement. It is suggested that NTC take permanent possession of these 2 gazebos specifically for use by new traders.

The suggestion is that a gazebo is hired, for a set weekly fee of £2.00, to a new trader for a maximum of 4 weeks, after which if they intend to trade permanently on Neston Market and wish to use a gazebo, they would be instructed to purchase their own suitable gazebo. The hire period could then be extended for a maximum of a further 4 weeks while purchase and delivery of their own gazebo is arranged. During this 8-week period Neston Town Council Markets staff would be responsible for the construction and dismantling of the gazebo.

For this 8-week period a gazebo hire agreement, as per the template provided by NABMA (see below) can be signed by the hirer.

Advice has been sought from Terrain Health & Safety (the Town Council's health and safety consultant) regarding the construction and dismantling of Town Council gazebos for new traders. The advice from Terrain is paraphrased below:

*The priority should be to ensure that the gazebos are safe, both in terms of construction/dismantling and when they are in use. Construction/dismantling should be supervised/completed by someone who knows how to do this safely. If all elements of the installation have been risk assessed and staff have been suitably trained, it would be appropriate for staff to supervise or complete the installation of gazebos for new traders.*

### **Addition to the Market Traders Licence Terms and Conditions**

The committee are asked to consider the addition of the following term to the Market Traders Licence Terms and Conditions:

*A new trader may hire an NTC gazebo, for the set weekly hire fee, for a maximum of 4 weeks, after which if they intend to trade permanently on Neston Market and wish to use a gazebo, they must purchase their own suitable gazebo. The hire period will then be extended for a maximum of a further 4 weeks while purchase and delivery of the gazebo is arranged. During this 8-week period Neston Town Council markets staff will be responsible for constructing and dismantling of the gazebo.*

**Nicky McMahon**  
**Senior Market & Support Co-ordinator**

## NABMA TEMPLATE: GAZEBO HIRE AGREEMENT

This Gazebo Hire Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_ 202(2)

BETWEEN:

(1) \_\_\_\_\_ ("The Owner")

(2) \_\_\_\_\_ ("The Hirer")

In consideration of the provisions of this Agreement, The Owner makes available the Gazebo to the Hirer.

The Gazebo means (insert brief description) which has an approximate value of  
£\_\_\_\_\_

1. The Agreement commences on \_\_\_\_\_ (insert date) and will continue for twelve months (or insert alternative date).
2. The Hirer will use the Gazebo only in connection with the Markets operated by the Owner and for no other purpose.
3. The Hirer will use the Gazebo with appropriate care and will comply with all manufacturer's requirements and recommendations respecting the Gazebo.
4. The Hirer will, at the Hirer's own expense, keep the Gazebo in good repair, appearance and condition, normal and reasonable wear and tear excepted.
5. If The Gazebo is not in good repair, appearance and condition when it is returned to The Owner, then The Owner shall be entitled to make the required repairs within a reasonable time of taking possession of The Gazebo and invoice The Hirer for the cost of the Repairs. The Hirer shall be obliged to reimburse The Owner within fourteen days of receipt of The Owner's invoice.
6. The Hirer will be responsible for the risk of loss, theft, damage or destruction of The Gazebo from any or every cause and will immediately inform The Owner of such loss, theft, damage or destruction. It will be the responsibility of The Hirer to compensate

The Owner arising from loss theft, damage or destruction of The Gazebo within fourteen days of receipt of The Owner's invoice.

7. The Gazebo will remain the property of The Owner throughout the period of this Agreement.
8. The Hirer will indemnify The Owner against any and all claims arising out or related to The Hirer's use of The Gazebo.
9. The Owner will be entitled to terminate this Agreement if The Hirer fails to observe and perform any of the provisions of this Agreement and in such circumstances The Hirer shall return The Gazebo immediately to The Owner.
10. In the event that The Hirer fails to return The Gazebo at the end of this Agreement then The Owner will be entitled to invoice The Hirer for the value of The Gazebo and The Hirer will be required to pay the invoice within fourteen days.

IN WITNESS whereof \_\_\_\_\_ (“The Owner”) and  
 \_\_\_\_\_ (“The Hirer”) have affixed their signatures on  
 this \_\_\_\_\_ day of \_\_\_\_\_, 202(2)

("The Owner")

(“The Hirer”)