



**Neston Market**  
**Traders' Licence Terms and Conditions**  
**W.E.F 22.2.23**

**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 up to 3m X 3m, 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.
- (N) **'Casual Trader'** means a trader who has traded on Neston Market previously and trades on the market in a non-specific pattern or on an occasional basis.
- (O) **'New Trader'** means a trader that has never traded on Neston Market previously.

## **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.
- 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:

<b>Day</b>	<b>Description</b>	<b>Opening Hours</b>	<b>Frequency</b>
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 Market Hours must be observed and Traders will be required to trade on all of their agreed Market Days.
- 3.2 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.
- 3.3 In return for the grant of a licence the Trader must pay Pitch fees in accordance with the Town Councils approved 'Charging Schedule'.
- 3.4 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)*
- 3.5 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.
- 3.6 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.
- 3.7 A Trader must notify the Markets Officer of any changes in the operation of the pitch including any amendment to business name and address.
- 3.8 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, other work or special events/markets.
- 3.9 The council reserves the right to alter any stall location or change the market layout. No trader will have exclusive occupation of any pitch.

- 3.10 Traders wishing to trade on a monthly or alternative set pattern must specify which week each month or set pattern that 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. Any trader who does specify in advance a set week or pattern, and does not maintain that pattern, will be treated as a weekly trader.
- 3.11 A new trader is expected to attend the market for the first 4 consecutive markets on the regularity as agreed on application, the 5<sup>th</sup> trading market will then be offered free of the pitch fee as an incentive. Failure to attend for the first 4 consecutive markets without good reason will result in the trader being treated as a casual trader, and charging of the casual trader fee.
- 3.12 In the event of an unavoidable delay the market officer must be notified by 7.00am. Vehicular access to the Market Square will not be permitted after 8.00am. If the trader then subsequently fails to arrive one week will be deducted from the annual leave entitlement.

#### **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 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 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. Prices of goods on sale must also be displayed.
- 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 Any stall or gazebo provided by a Trader should preferably have a white canopy and be approved in advance by the Markets Officer.
- 5.4.1 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.

- 5.4.2 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.
- 5.4.3 The Trader will be responsible for construction (and subsequent dismantling) of their gazebo. The Council will not be liable for any damage during movement or construction of the gazebo, however caused.
- 5.4.4 Where necessary Market staff will provide help to construct the gazebos and install weights, at the discretion of the Markets Officer. The Council will not be liable for any damage during movement or construction of the gazebo, however caused.
- 5.4.5 Traders are responsible for the maintenance of their gazebo's and for the upkeep and storage of backs/sides, gutters and all weights.
- 5.4.6 Gazebo's must not be used if wind speeds of over 20mph occur. If wind speeds of over 20mph are forecast gazebos can be used providing the market officer is satisfied that they have been sufficiently secured or weighted down. If the forecast wind speeds do then occur traders will be instructed to take down gazebos immediately and must therefore bear this possibility in mind when setting up stalls in these circumstances (trading from vehicles as in 10.18 may be necessary). The Council will not be liable for any damage during movement or construction of the gazebo, however caused.
- 5.4.7 Traders who are willing to share their gazebo with other named traders must notify the council in writing. The Council will not be liable for any damage during movement or construction of the gazebo, however caused.
- 5.5 Any fixtures of 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.
- 5.6 Stalls and all other goods must be removed from the Market no later than two hours following the closure of the Market (i.e. 4.00pm for a regular Friday Market). The bollards on the entrances to the market square will be raised at 4.15pm, unless there are exceptional circumstances.
- 5.7 Aisle widths, of 3 meters, 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.
- 5.8 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.
- 5.9 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 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
- 5.14.2 by which additional insurance premiums may become payable.

## **6 Use of the Town Council's market stall gazebos by invited entertainment or voluntary groups and new traders**

- 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.
- 6.7 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.

## **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 A trader is not expected to take more than the allocated 8 days leave entitlement weeks. (see 10.8).
- 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.
- 7.4 Any sick days not supported by a medical certificate or self-certification form (available from your doctor's surgery or online) will be deducted from the 8 days leave entitlement.

## **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 Square 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. Stalls manned by the business owner are expected to be able to make a card payment on the day of the 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 31<sup>st</sup> March. (NB: this will be pro-rated for bi-weekly, monthly and new permanent traders)
- 10.6 Traders must notify the Markets Manager and Markets officer of any holidays at least 7 days in advance by email where possible. 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 6 markets in any one year. Traders are responsible for notifying the Markets Officer before any fees are collected. Any leave entitlement not taken by 31<sup>st</sup> March will be forfeited. All other fees such as storage, electricity and parking will still apply.
- 10.8 A trader is not expected to take more than the allocated 8 days leave entitlement weeks. Once all allocated leave has been used traders must then pay back fees for any missed weeks.
- 10.8.1 A casual trader will not have any leave entitlement.
- 10.8.2 Traders not trading on a weekly basis will have their leave entitlement pro-rated accordingly.
- 10.8.3 A new trader must trade for 2 months before any leave entitlement is granted. During this time back fees must be paid for any missed weeks. New traders cannot take advantage of free trading weeks (see 10.7) until they have traded regularly for 6 months.
- 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. Depending on the length of leave taken it may not be possible to retain the trader's pitch location.
- 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 and for traders who have shown a commitment to the market by regular attendance. 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 trader wishing to take paternity leave will be given 2 consecutive weeks leave following the birth of their child, for which fees will not be payable. The dates must be agreed in advance with the Market Manager.
- 10.15 A receipt shall be provided, either printed or sent electronically, for all fees paid.
- 10.16 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.
- 10.17 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.
- 10.18 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.
- 10.19 Any reduction in fees as a result of adverse weather is at the discretion of the Markets Officer in consultation with the Markets Manger.
- 10.20 The Council has the right to review fees at the Council's discretion.
- 10.21 Regular inspections of pitch sizes and the adequacy of gazebos will be made by the Markets Officer. Traders will be notified of any action needed as a result of inspections.

## **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. Any Market related issues referred to the Council Manager, other members of staff or Cllrs will be passed to the Markets Manager for investigation and resolution as required.
- 11.7 Damage to NTC property will be charged to the trader responsible.

## **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 endeavour not to park on or hinder access to another trader's pitches. The market officer may provide specific access and egress times for logistics which must be adhered to for health and safety reasons.
- 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. All vehicles will be subject to the appropriate weekly 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 designated time. (i.e. 2.00pm for a regular Friday market).
- 14.6 The Markets Officer may relax these provisions during adverse weather conditions.

## **15 Storage of Goods**

- 15.1 Traders may only store approved goods in designated storage or lockup areas allocated by the Markets Officer.
- 15.2 In such circumstances:
  - 15.2.1 Approved 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](http://www.neston.org.uk))
- 16.2 The Town Council's complaints procedure, as above, will be followed in the case of unreasonably persistent or vexatious complaints. Action will be taken as deemed appropriate. This may include the suspension or cancellation of a Trader's licence.
- 16.3 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.
- 16.4 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.

- 16.5 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 may 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.

### **CONTACT DETAILS**

Market Manager – 0151 336 3840

[nicky.mcmahon@nestontowncouncil.org.uk](mailto:nicky.mcmahon@nestontowncouncil.org.uk) or [council@nestontowncouncil.org.uk](mailto:council@nestontowncouncil.org.uk)

Market Officer – 07880 802943 (from 6.00am on Friday only)

[james.jones@nestontowncouncil.org.uk](mailto:james.jones@nestontowncouncil.org.uk)