



# **Neston Market Policy & Traders' Licence Terms and Conditions W.E.F 1.4.24**

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## **Overview of Neston Market**

First appearing in 1728 when King George III granted a royal charter for a weekly market, Neston Friday market has been a popular and well-loved weekly event ever since. During the mid-1800s the market was so successful that people would travel from North Wales across the River Dee estuary on foot, ponies, donkeys and on carts to get to Neston Market.

Neston Market is a focal point for the town where locals and shoppers can meet and socialise. The market is friendly, well supported, and often has live music and entertainment which adds to the relaxed and jovial atmosphere.

## **1 Licence to trade at Neston Market, located on Neston Market Square**

- 1.1 Traders wishing to apply for a Pitch at the Market will be required to register, sign, and complete the licence agreement application form. The Council is under no obligation to approve any such application.
- 1.2 A new trader will be required to pay a one-off registration fee (see charging schedule).
- 1.3 The goods allowed on the market will be at the discretion of the Market Manager to achieve a good mix of trades.
- 1.4 Any trader wishing to vary the types of goods available on their stall must first obtain permission from the Market Manager.
- 1.5 Stall or pitch hire may be terminated at any time by the Market Officer or Market Manager if the trader is found to be in breach of the terms and conditions of Trade contained within this document.
- 1.6 The Council reserves 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	8am-up to 2pm	Weekly – every Friday
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 6.00am, and Raby Road before 7.00am (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 Market Officer in consultation with the Market Manager.

- 2.2 Market days and/or market hours may be varied at the discretion of the Market 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 Holidays).

### **3 Hiring a Pitch**

- 3.1 All Traders, and invited entertainment or charity stalls, 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 their insurance certificate prior to, or on, their first day of trading.
- 3.2 A trader must notify the Market Officer of any changes in the operation of the pitch including any amendment to business name, owner name and addresses. The licence for a pitch is not transferable and sub-licensing of the pitch is prohibited. The trader may not permit anyone else to occupy the pitch other than bona fide employees.
- 3.3 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.
- 3.4 The Council reserves the right to alter any stall location or change the market layout. No trader will have exclusive occupation of any pitch.
- 3.5 Traders wishing to trade on a monthly, or alternative set pattern, must specify on 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 trading on a weekly basis and all fees/back fees will be payable as such.
- 3.6 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 Market Manager an acceptable reason for absence.

## **4 Stalls and Pitches**

- 4.1 A trader wishing to trade as a casual stallholder may do so subject to availability of pitches and approval from the Market Officer, for the day of that Market only. Appropriate fees are payable on demand to the Market Officer (see current charging schedule).
- 4.2 A trader may occupy only the Pitch allocated by the Market Officer. Although it is intended that this be the same pitch, the Town Council reserves the right to change this at its discretion.
- 4.3 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.
- 4.4 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.
- 4.5 Traders' gazebo/s must be fit for purpose and of a sufficient quality as to be deemed safe by our Market officer. The Market Officer will have final say as to whether the trader's gazebo meets safety requirements. Weights must also be provided by the trader to meet safety requirements.
- 4.6 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.
- 4.7 Where necessary market staff will provide help to construct the gazebos and install weights, at the discretion of the Market Officer. The council will not be liable for any damage during movement or construction of the gazebo, however caused.
- 4.8 Traders are responsible for the maintenance of their gazebos and for the upkeep and storage of backs/sides, gutters and all weights.
- 4.9 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 8.13 may be necessary). The Council will not be liable for any damage during movement or construction of the gazebo, however caused. Gazebos must not be used in wind speeds of over 20mph.
- 4.10 If the Market Officer is forced to use NTC equipment (subject to availability) to make the pitch safe, a charge will be incurred (see charging schedule). If NTC equipment is not available the trader will not be permitted to trade.
- 4.11 Traders who are willing to share their gazebo(s) 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.
- 4.12 Any fixtures, 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 Test Certificate. Appliances without a valid certificate may not be used. Traders must be able to provide proof of a valid PAT certificate if requested. Any appliance found not to have a valid PAT certificate, or where proof cannot be given, will be tested by the Market Officer and the relevant charge applied (see charging schedule).

- 4.13 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.
- 4.14 Aisle widths, of at least 3 metres, 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.
- 4.15 Fresh produce deliveries to any traders during the usual operating hours of Neston Market must be walked/wheeled onto the market square, whilst being mindful of other traders and members of the public. No vehicular access to any delivery vehicles will be permitted onto the market square, regardless of time. Delivery vehicles must park safely and must not obstruct access to the market square for members of the public, emergency services, or any permitted vehicles. The trader receiving the delivery must ensure that the delivery companies are aware of this.

## **5 Use of the Town Council's Market Stall Gazebos by Invited Entertainment or Voluntary Groups and New Traders**

- 5.1 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.
- 5.2 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.
- 5.3 Market staff will provide help to construct the gazebos and install weights.
- 5.4 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)
- 5.5 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. A gazebo hire form must be completed for this maximum 8-week period. This period may be extended at the discretion of the Market Manager.

## **6 Absence from the Market**

- 6.1 A trader not intending to trade, or occupy, their pitch on an agreed market day must notify the Market Officer by 7.00am on that day. If a pitch is not occupied by 7.30am the pitch may be allocated to a different trader for that trading day only.
- 6.2 Absence due to sickness for a period of two or more Markets must be supported by a medical certificate, unless otherwise agreed by the Market Manager.

- 6.3 Any sick days not supported by a medical certificate or, for the first 7 days, a self-certification form (available from your doctor's surgery or online), will be deducted from the 8 days' leave entitlement.

## **7 Trading Lines**

- 7.1 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 Market Officer, in consultation with the Market Manager.
- 7.2 The Market Officer or Market Manager have the right to refuse the introduction of any additional goods.

## **8 Market Charges**

- 8.1 Once a pitch has been allocated, fees, in line with the current charging schedule, will be payable on demand via a digital 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 excluded from the market the following week.
- 8.2 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.
- 8.3 Permanent traders of the Friday market are permitted to take up to 8 weeks' leave during any 12-month period which ends on 31<sup>st</sup> March each year (NB: this will be pro-rated for bi-weekly, monthly and new permanent traders). Storage fees will still apply during any time period taken as leave.
- 8.4 It is at the discretion of the trader to decide if they wish take their full 8 weeks' leave entitlement. If traders do not use their full leave allocation, the entitlement will be lost at the close of the financial year; there will be no carry forward of leave into the following year. If traders exceed the 8 weeks' leave entitlement, then back pitch fees for subsequent leave days will still apply. Pitch fees will not be waived in lieu of unused leave.
- 8.4.1 Permanent traders in place prior to 31/12/2023 shall have the option to have pitch fees waived for two trading weeks in lieu of leave entitlement. The Market Manager must be made aware of this at the start of the trading day. All other fees such as storage etc.. will still be payable. The Market Manager shall keep an up-to-date record of traders' leave entitlement.
- 8.5 Traders must notify the Market Manager and Market officer of any holidays at least 7 days in advance, and 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 which has been agreed in advance by the Market Manager.
- 8.6 Once all allocated 8 days of leave entitlement has been used, traders must pay pitch and storage fees for any missed weeks.
- 8.7 A casual trader will not have any leave entitlement.

- 8.8 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.
- 8.9 A trader who suffers a close family bereavement will be allowed two trading days absence free of market charges.
- 8.10 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.
- 8.11 A trader wishing to take paternity or adoption leave will be given 2 consecutive weeks' leave following the arrival of their child, for which pitch fees will not be payable, storage charges will still apply were applicable. The dates must be agreed in advance with the Market Manager.
- 8.12 The Market Officer decides whether or not adverse weather conditions apply. 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 Market 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.
- 8.13 In the event of high winds when gazebos cannot be used, any permanent trader wishing to trade from a vehicle, must have completed, and had approved by the Market Manager, their own Risk assessment for trading from a vehicle in advance. The Market Manager will keep a record of this on file.
- 8.14 Any reduction in fees as a result of adverse weather is at the discretion of the Market Officer, in consultation with the Market Manager. The reduction will take into account the time of day and severity of the weather conditions.
- 8.15 The Council has the right to review all fees at the Council's discretion. An annual increase, that will be notified in advance, shall be applied from 1<sup>st</sup> April each year.
- 8.16 Regular inspections of pitch sizes and the adequacy of gazebos will be conducted by the Market Officer. Traders will be notified of any action needed as a result of inspections.

## **9 Conduct**

- 9.1 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 Market Officer or Market Manager.
- 9.2 A trader shall not harass, threaten, or otherwise prevent the Market Officer or Market Manager from operating the market safely and 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.

- 9.3 Traders and their staff are required to conduct themselves in an orderly, courteous manner.
- 9.4 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.
- 9.5 Any market-related queries, or issues, must be reported to the Market Officer or Market Manager who will endeavour to resolve them quickly.
- 9.6 Damage to NTC property will be charged to the trader responsible.

## **10 Litter, Refuse and Hygiene**

- 10.1 All traders are required to keep their pitches clean and free from litter.
- 10.2 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.
- 10.3 Traders selling foodstuffs must comply with the Food Hygiene (England) Regulations 2006 as amended.
- 10.4 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.
- 10.5 Traders are expected to minimise, and if possible, stop, the use of single use plastic, in line with government regulations and in support of the 'Plastic Free Neston' initiative.

## **11 Excluded Goods**

- 11.1 The sale of dangerous weapons is prohibited
- 11.2 The sale of live animals, fish, birds or other fowl is prohibited.
- 11.3 Ear-piercing, tattooing, acupuncture or electrolysis is prohibited.

## **12 Vehicles**

- 12.1 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.
- 12.2 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 Market Officer in consultation with the Market 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.
- 12.3 Vehicles will be allowed access to load or unload on the Market square. However, if, in the opinion of the Market Officer, they cause obstruction or cause

inconvenience to the public or other traders they will be asked to remove their vehicle.

- 12.4 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).
- 12.5 The Market Officer may relax these provisions during adverse weather conditions.

### **13 Storage of Goods**

- 13.1 Traders may only store approved goods in designated storage or lockup areas allocated by the Markets Officer.
- 13.2 In such circumstances:
  - 13.2.1 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. The Town Council shall not be liable for any loss or damage however caused.
  - 13.2.2 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.

### **14 Complaints**

- 14.1 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))
- 14.2 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.
- 14.3 The instructions of the Market Officer and the Market Manager regarding the operations of the Market must be observed. Decisions made by the Market Officer or the Market Manager regarding the rules and regulations are final.
- 14.4 In the event of any trader not complying with the terms and conditions during the holding of the Market, the Market Officer or Market Manager, by written notice, may require the trader to immediately leave the Market and to remove all belongings. The Market 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.



- 14.5 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.

**NOTE:** The Town Council reserves to right to vary and put into effect these Terms and Conditions at any time following a notice period of at least 14 days.

### **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)

Chief Officer – 0151 353 1407

[zoe.dean@nestontowncouncil.org.uk](mailto:zoe.dean@nestontowncouncil.org.uk)

### **Definitions in these regulations:**

- (A) **'The Market'** means the Market run on Neston Market Square.
- (B) **'Market Officer'** means the person appointed by the Town Council to carry out day to day supervision of the Market.
- (C) **'Market Manager'** means the person appointed by the Town Council to carry out the management and development of the market. (Being the Corporate Support and Facilities Officer or in the absence of the CS&FO on market day, the Council Manager/Chief Officer or most senior member of NTC staff available on that market day).
- (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. A standard pitch size being 3m X 3m. 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) **'Standard Pitch Size'** means the pitch allocated to the Trader by the Town Council. for charging purposes is a pitch up to 3m X 3m, which will be allocated by the Markets Officer.
- (I) **'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.
- (J) **'The Market Days'** and **'The Market Hours'** are as set out in section 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.
- (L) **'Casual Trader'** means a trader who trades on the market in a non-specific pattern or on an occasional basis.
- (M) **'New Trader'** means a trader that has never traded on Neston Market previously.
- (N) **'Non weekly Trader'** means a trader who trades monthly or every other week (bi-weekly).