

MARKET HALL - TERMS & CONDITIONS OF OCCUPATION

1. The use of the stall shall be on a monthly basis and the charge for the stall, which is inclusive of rates, water charges and other outgoings, is payable monthly in advance on the first day of each month. The charge should be paid by direct debit. A two months' rental deposit will be payable and retained until the end of the licence. This will be refunded if there are no arrears outstanding at the end of the licence.
2. The stallholder shall pay for any electricity (and gas where installed) used on the stall payable either directly to the supplying utility or where no meter is found on the stall recharged from the Council.
3. The stallholder shall:-
 - (a) Not without the written permission of the Council to assign or permit any other person to use or part with possession of the stall or any part thereof.

Note: that the sale of (goodwill) will be permitted in the following circumstances:-

- (i) the stall must continue to trade in the same business.
 - (ii) the proposed new stallholder must be financially sound. A bank reference and two financial or business references will be supplied to the Markets Manager for consideration.
 - (iii) the proposed new stallholder must be fully conversant with all the rules and regulations and conditions of the stall.
 - (iv) authorisation from the Market Manager must be obtained in writing before any new line of business is introduced into the market, in order to ensure that variety is maintained and core lines protected.
- (b) Not make any alteration or addition to the structure or the fixtures and fittings of the stall without the prior written permission of the Market Manager.
 - (c) Keep the interior and exterior of the stall, all fixtures and fittings, pipes, sanitaryware, electrical wires and

cables in good repair and in a clean and tidy condition and the interior thereof in a clean reasonable state of decoration to the satisfaction of the Council.

- (d) Keep all fixtures and fittings and any special equipment used in connection with his or her business in a clean and tidy condition and in a reasonable state of repair.
- (e) Permit the Council, the Council's partner's, agents, servants or workmen to enter upon the stall at all times and shall permit the Council and Council's agents, servants or workmen to execute any works of repair required to be carried out thereat in default of the obligations set out herein or in the Market hall or any part thereof.
- (f) Comply with all Acts of Parliament, Regulations, By-laws and Rules for the time being in force with reference to the conduct of the stallholder's business in the Market Hall and shall observe the days and hours of working and opening and all other matters for the time being laid down and provided for by the Council and shall abide by the directions of the officers appointed by the Council and in particular shall keep the stall open at all times on such days and during such hours as may be appointed by the Council from time to time.
- (g) Not to place goods beyond the boundary of his or her stall either on the ground or hanging except in those cases specifically authorised by the Council and shall not obstruct or cause any obstruction in the avenues or passageways adjoining the stall.
- (h) Not display any advertisement on or about the stall other than his or her or trade name on the board or fascia space provided for that purpose, such name to be in the type of lettering and colour provided or approved by the Council. The stallholder shall be liable for the costs incurred.
- (i) Not use any lighting on the stall other than electric lighting installed in accordance with condition 3(b). A certificate of conformity (IEIEC) shall be supplied to

the Market Manager following any alteration works to the electrics on the stall.

- (j) Deposit all refuse and litter in the bins or receptacles provided for the purpose by the Council and keep the avenues or passageways adjoining his or her stall free from refuse and litter.
- (k) Not store or deposit any article or goods on the roof of the stall.
- (l) Deliver or cause to be delivered all goods or other articles for use on the stall through the service roads and bays provided for that purpose and shall not use or permit to be used the public entrances to the Market Hall for such purpose.
- (m) Not use the stall or the avenues or passageways adjoining the stall or the Market Hall or any part thereof or the service roads and bays in any manner or for any purpose which may be or become a nuisance or cause damage, annoyance or inconvenience to the Council or other stallholders in the Market Hall or persons frequenting the Market Hall or the owners or occupiers of any neighbouring or adjoining property.
- (n) Not conduct any auction of any kind within the Market Hall.
- (o) Use the stall for the purposes of his or her business and for no other purpose whatsoever and shall not sell or offer for sale any goods other than those authorised by the Council.
- (p) Be permitted to leave goods and special equipment used in connection with his or her business in the stall during times when the Market Hall is closed, at his or her own risk and the Council accepts no responsibility for any loss or damage to goods or equipment so left whether such loss or damage is caused by water, fire or theft or any other cause whatsoever.
- (q) Make safe goods and equipment left in the stall during times when the Market Hall is closed, by ensuring that the shutters to the stall are fastened. Exclusive possession of the stall is not however granted and the Council may enter the stall at any time.

- (r) Give four weeks written notice to terminate the licence.
 - (s) On giving up the stall if required by the Council at his or her own cost and expense remove all fixtures and fittings on the stall and yield up the stall, structure and fabric in a good and tenable condition in readiness for the next tenant. The stallholder shall if so requested by the Council supply an electrical safety inspection report to ensure that the electrics are left in a safe and sound condition.
 - (t) Be liable for any costs incurred by the Council including all fees and expenses for carrying out remedial works as necessary and the cost of the works shall be a debt due to the Council and forthwith recoverable by action.
4. (a) The Council will insure the stall structure against loss or damage by fire and the stallholder shall not do or permit or suffer to be done, any act, matter, default or thing whereby the policy or policies of insurance, for the time being subsisting in respect thereof may become void or voidable or the premiums increased. The Council is not responsible for nor does it insure against trader's loss of profits or income in the event of a market closure. Traders should consider taking out adequate insurance against this loss.
- (b) The stallholder shall insure his or her goods, fixtures, fittings and special equipment used in connection with his or her business against loss or damage by fire, and shall take out and maintain adequate Employer's Liability and Third Party liability insurance cover.
5. If the stallholder fails, refuses, or neglects to observe or comply with any of these conditions then the Council may forthwith repossess the stall without any notice to the stallholder.
6. The Council shall have the right at any time to alter or modify these conditions and may from time to time impose further conditions and the stallholder shall observe and comply with the conditions as altered or modified and any further conditions imposed as aforesaid.

7. The Council shall not be responsible to the stallholder or any person or persons engaged on the stallholder's behalf in or about in connection with the stall or the stallholder's business for any loss, damage, or injury caused to him or them or to his or their goods or chattels whether as a result of accident or any act or default of the Council or any person or persons for whose act or default the Council would be responsible but for this condition and the stallholder shall indemnify and keep indemnified the Council from and against all actions, losses, claims, expenses, demands, costs, suits, or damages which may be taken, incurred, demanded or become payable by the Council as a result of such loss, damage or injury or otherwise as a result of the stallholder carrying on his or her business from the stall.