

**TERMS AND CONDITIONS OF STANDING –**

**OPEN MARKET SITES – NELSON/COLNE MARKET**

THIS LICENCE is made between THE BOROUGH COUNCIL OF PENDLE by its Market Manager duly authorised in that behalf (1) and the person whose signature appears at the foot hereof (2) in relation to standing on the Council's open market site at Nelson.

1. IN this Licence wherever the context so requires or admits:-
  - (a) "the Council" means the Borough Council of Pendle
  - (b) "the Licensee" means the said person whose signature appears at the foot hereof
  - (c) "the Market" means the Open Market operated by the Council at the above location
  - (d) "the Market Manager" means the person managing the operation on behalf of the Council and or it's partners
  - (e) "the Schedule" means the Schedule attached to this Licence
  - (f) "the Pitch" means the site allocated to each Licensee forming part of the Market during the hours of operation
  - (g) "Trading Day" means the day (or if more than one day is mentioned each such day) in each week specified in the Schedule against the Pitch
  - (h) "The Authorised Use" means the use specified in the Schedule
  - (i) words importing one gender include all other genders and words importing the singular includes the plural and vice versa
  - (j) any obligation by the Licensee not to do an act or thing includes an obligation not to permit or suffer such act or thing to be done by another person
  - (k) No other rights or interest is created by this licence and exclusive possession of the pitch can not be guaranteed

2. THE Council HEREBY LICENSES AND AUTHORISES the Licensee to use and occupy the Pitch on the relevant Trading Day(s) subject to the following terms and conditions
3. THE Licensee agrees with the Council as follows:-
  - (a) To pay in advance for the use and occupation of the Pitch the amount mentioned in the Schedule
  - (b) At all times while trading from the Pitch to cause his name and town of residence to be displayed in readily legible characters on a board of a size and design previously approved by the Market Manager and placed in a conspicuous position on the Pitch
  - (c) Not to use the Pitch otherwise than for the Authorised Use and in particular (but without prejudice to the generality of the foregoing) not to use the Pitch for pitching or mock auctions or for the performing of any ear-piercing operation
  - (d)
    - (i) On each trading day to erect a stall on the Pitch of no greater frontage than 12 feet and no greater depth than 4 feet the stall to be in a neat and tidy condition and ready to trade to the satisfaction of the Market Manager by 9.00 a.m. Where permitted by the Market Manager a stall holder may be allowed to occupy multiple pitches paying a rent commensurate with the area occupied. A discount for multiple stalls may be allowed.
    - (ii) The Licensee shall dismantle and remove the stall and all goods and equipment at the end of each Trading Day or at the direction of the Market Manager where the market constitutes a danger in terms of weather, emergency access being required, civil unrest or other incident.

- (e) The Licencee shall bring and use sufficient weights or ballast in bad weather.
- (f) To remove and dispose of all refuse and waste material arising from occupation from the site or where provided and authorized by the Market Manager into container supplied and to keep the Pitch and the immediate surroundings of the Pitch in a neat and tidy condition to the satisfaction of the Market Manager and at the end of each Trading Day to ensure before leaving the Pitch that the Pitch is left clean and free from waste or materials
- (g)
  - (i) Not without the express permission of the Market Manager cause or allow any vehicle in his charge to stand in the Market area between the hours of 8:30 a.m. and 5.00 p.m. (nor at any other time except while it is being unloaded or reloaded) where such permission is granted the licensee shall indemnify the Council, it's partners, agents or officers from any claim loss damages injury etc howsoever arising out of such consent being granted
  - (ii) Not to occupy more than one hour unless so allowed by the Market managers either in unloading stock from any vehicle or in reloading stock into any vehicle in the Market area
- (h) To comply with Health and Safety and Disability Discrimination legislation, traders shall confine strictly to the stall his display of stock, goods, containers, hampers, and all other things kept at the Pitch so that in particular no item shall be deposited stored or displayed on the floor area adjacent to the stall or in the air space surrounding the pitch.

- (i) To repay forthwith to the Council on demand all costs reasonably incurred by the Council in repairing any damage to the Pitch occasioned by the Licensee or his employees or agents
- (j) Not to assign sub-let or otherwise part with any rights granted under this licence
- (k) Not to reproduce by any means on or from the Pitch any music speech or other sound without the previous express permission of the Market Manager
- (l) To comply with the provisions of the Food Safety Act 1990, Food Safety (general food hygiene) Regulations 1995, Food Safety Temperature Control Regulations 1995 and the Industry Guide to Good Hygiene Practice Markets and Fairs Guide and all amendments or replacements thereof for the time being in force and all duly constituted enactments and other provisions of a similar nature including in particular any regulations relating to markets, and to indemnify the Council against all liability arising out of any breach of this condition
- (m) Unless prevented by illness or absent as a result of an emergency (or unless this condition shall be waived in writing by the Market Manager at his absolute discretion) to attend the Market in person on each Trading Day and to be in occupation of the Pitch by 9.00 a.m. and remain in occupation thereof until 5.00 p.m. and to occupy the Pitch (or if the licensee has two or more Pitches one of such Pitches personally) in all such events the licensee shall inform the Market Manager of such urgent absence as soon as possible on the day and may be held liable for payment of a standing fee in default
- (n) If the Licensee shall intend not to occupy the Pitch on any Trading Day to give prior notice to the Market Manager of such intention and within seven days after each and every such absence to pay to the Market Manager the retaining

fee for the time being prescribed by the Council in respect thereof or if prior notice has not been given to pay the full pitch fee to the Council as aforesaid

- (o) To maintain in respect of the business carried on at the Pitch a public liability insurance policy (3) in an insurance office to be previously approved by the Market Manager and providing cover of not less than two million pounds and annually shall produce to the Market Manager on demand the relevant policy and the receipt for the premium which shall have last fallen due at the date of such demand.
- (p) The Licencee shall indemnify the Borough Council, its agents and representatives against any claims losses damages actions or injuries howsoever caused directly or indirectly as a result of standing the market, loading or unloading vehicles or from any item owned or controlled by the licencee on the site.

4. PROVIDED ALWAYS that if at any time during the subsistence of this Licence the Licensee shall:-

- (a) fail to occupy the Pitch for two consecutive weeks (except as provided by Condition 3 (n) hereof)
- (b) offer or expose for sale food unfit for human consumption
- (c) be guilty of an infringement of the relevant Byelaws
- (d) be found selling second hand electrical goods
- (e) be found guilty of selling counterfeit or illegal goods
- (f) be convicted of any offence under any Act relating to weights and measures or any Act Regulation or Order for the time being in force relating to food or goods offered for sale
- (g) fail to observe any of the conditions of this Licence or

- (h) behave in any way likely in the reasonable opinion of the Market Manager to bring the Market into disrepute

then the Council may serve a written notice on the licensee whereupon this Licence shall absolutely cease and determine without prejudice to any rights or remedies which may be available to the Council in respect of any breach of any obligation hereunder (including the breach in respect of which such resumption of possession as aforesaid is made)

5. IT IS HEREBY AGREED AND DECLARED as follows:-

- (a) Any notice under this Licence shall be deemed to have been duly served on the Licensee if sent by registered post addressed to him at his last known address or physically handed to him or to any person appearing to be an employee of the Licensee witnessed by the Market manager attended by a member of the market staff and any such licensee's notice shall be deemed to have been sufficiently served on the Council if delivered to the Market manager's office in the presence of a credible witness or sent by registered post to the Market Manager's office
- (b) Without prejudice to Clause 4 hereof this Licence shall be determinable by either party by one week's notice in writing to the other
- (c) This Licence shall be suspended for the whole of any Trading Day on which by reason of a public holiday or otherwise the Market is closed by the Council for whatever reason
- (d) If the Council shall undertake the storage of goods for the Licensee such storage and any associated handling custody or transport of such goods shall be undertaken at the sole risk of the Licensee and neither the Council nor any of its employees shall be liable for any loss or damage in any way caused or occurring to such goods or their containers and indemnifies the Council, it's

partners, agents or officers against any losses damage injury or claims made by any third party

- (e) There is reserved to the Council the right to re-let the Pitch for any Trading Day on which they shall not be occupied in accordance with the provisions of this Licence
- (f) The acceptance by the Council of such retaining fee as is mentioned in Clause 3 (n) hereof shall not entitle the Licensee to reserve and not occupy the Pitch indefinitely and the period of any such retention shall be at the absolute discretion of the Market Manager
- (g) The rights hereby granted shall be exercised by the Licensee in common with the Council who shall however take all necessary precautions in the exercise of such rights not to interfere with the Authorised Use of the Pitch by the Licensee and to cause no loss or damage to the Licensee
- (h) In the event of any dispute between the Parties as to any of the terms of this Licence the Council's decision shall be final and binding

As witness the hands of the Market Manager and the licensee in the presence of the persons mentioned below the day and year first before written

THE SCHEDULE before referred to

**Pitch Number(s)**      **Market Site**                      **Day(s)**                      **Charge(s)**

**Authorised Use(s):** .....

**DATED** this    day of    201

**(1) SIGNED** as a deed by    Market Manager  
in the presence of    Position

**(2) SIGNED** as a deed by the Licensee.....  
in the presence of :-.....Relationship.....

hereby agree to comply with the terms and conditions in the above written Licence and undertake to inform the Market Manager immediately in writing of any change in my address and/or telephone number as given above.

**INSURANCE DECLARATION**

I declare that I hold sufficient and proper Insurance against (but not limited to) all risks in relation to third party liability, employer’s liability, vehicle insurance.

At the time of agreeing this licence the following Insurances are held:

**Type:**                      **Insurer**                      **Policy Number**                      **Limit of cover**                      **Period**

.....  
.....

I have provided a copy of the certificates of insurance to the Market’s Manager

Date supplied to the Market Manager -                      Signed.....