



# TIVERTON MARKET LICENCE AGREEMENT



## TERMS AND CONDITIONS OF TRADE

These Market Regulations govern the use of stalls in the market by traders. Any trader who contravenes any of these Regulations or any of the Bye-Laws relating to the Market may have their stall Agreement permanently or temporarily terminated by the Council or otherwise be refused permission to use a pitch in the Market.

Mid Devon District Council may change these regulations at any time in the future upon giving one month's written notice to traders. Prior to changing these Regulations the Council will consult with traders and consider any representations made.

All traders/licensees will be given a copy of these Regulations and any trader who commences trading agrees to abide by these regulations as listed below and in the appendices attached.

## Definitions

- "Council" means Mid Devon District Council and any authorised officers, Members or agents acting on its behalf.
- "The Market" means the market held on the Market Square, Tiverton. This includes the Pannier Market Hall, all of the side units (open and lockable) and the trading space on the Market Square.
- "Licensee" means the person who has been granted the licence to trade at the Market.
- "Trader" means a person offering goods or services for sale from a stall/pitch on the Market.
- "Casual Trader" means a trader that trades at the Market either irregularly or for fewer than 6 consecutive weeks.
- "Regular Trader" means a trader that trades at the Market regularly. Transition from casual to trader status is automatic once a trader has traded at the Market for 6 consecutive weeks.
- "Market Management Team" means the person/team/officer advised to traders from time-to-time designated by Mid Devon District Council.
- "Trading Day" means a day on which the Market is open for trading.
- "Pitch" or "Stall" means any space or structure designated to a trader. This includes area for trading/storage or ancillary equipment and vehicle, defined by frontage, depth and height.

## General Conditions

- **Nothing contained in this Licence Agreement shall be deemed to create the relationship of Landlord and Tenant between the Council and the registered trader.**
- No person shall trade unless permitted to do so by the Market Management Team. A Traders Registration Form must be completed by all traders prior to trading on any market; this confirms traders' acceptance of our terms and conditions of trade and agreement to pay charges.
- The Market Management Team must be notified immediately of any changes to trader information as outlined on the Trader Registration Form.
- Traders have a duty of care to their customers and employees.
- Any goods or services offered by the trader must be fit for purpose and comply with all current legislation. Traders must only sell products that have been authorised by the Market Manager.

- Traders must not sell or display any counterfeit, illegal or unsuitable products (including but not limited to knives, guns, offensive weapons, replica guns, pre-loaded KODI boxes, legal highs, drug related or adult entertainment goods).
- Traders must not bring to the Market or use on their stall any flammable substances, explosives, fireworks or other articles capable of causing fire or explosion.
- In line with the Counter-Terrorism and Security Act 2015, Council property is not to be used for the purposes of promoting extremist views.
- Traders must comply with directions issued from time-to-time by the Council with a view to maintaining or improving the health and safety environment on the Market. Traders must, in particular, have regard and abide by the approved risk assessment and safety policies of the Market, a copy of which can be obtained from the Market Management Team.
- Traders must co-operate with the Market Management Team with regard to Risk Assessments of the Market as a whole and individual stalls.
- It is the responsibility of all Traders to acquaint themselves with the Trading Regulation(s) regarding their own specialist area, and abide by them. Where it is required, traders must ensure that all staff are properly trained to meet the necessary Standards and Regulations. Certificates of proof must be made available to the Market Management Team on request if required.
- Other than “Assistance Dogs”, traders shall not bring to or keep at the Market any animal or dog without the prior permission of the Market Manager.
- Traders shall ensure total compliance with the Market’s ‘Shopper Charter’.
- Traders must acquaint themselves with the Market’s Code of Conduct and Equal Opportunities Policy and conduct their business in accordance with these Policies.
- All traders must observe these rules; any trader who behaves in an improper manner may be removed from the Market.

### **Licensing and Liability**

- Liability rests with the vendor and as such, each trader must have public liability insurance (PLI) with a minimum cover of £5,000,000 (£10,000,000 for traders operating inflatable equipment). No person shall trade unless they provide proof of current PLI cover.
- Other legal or specified documentation may be required to trade as requested by the Market Management Team.
- Traders must notify the Market Management Team of any changes in insurance and provide copies on request and on renewal.
- Where certificated evidence is required (as detailed in these Terms and Conditions), originals of all such evidence must be seen and copied by a member of the Market Management Team.
- All traders must ensure that they have the necessary licence(s) to legally conduct their business at the Market. Any trader selling alcohol needs to have a personal licence and must agree to follow our adopted proof of age scheme.

### **Health and Safety**

- All traders have a responsibility to ensure the health, safety and welfare of themselves and others. The Council shall not be held responsible by any trader or their staff/agents or members of the public for any injury or loss due to negligence or unsafe displays unless due to the negligence of the Council.
- All traders are required to have carried out an assessment of the potential risks associated with their activities. Copies of risk assessments should be made available to the Market Manager on request.

## Market's Hours of Trade

- Trading hours shall be as outlined below or during such times as the Market Manager may from time-to-time determine. Trading may only take place on the days and during the times agreed by the Council.

Day	Open to Public	Market	Open to Traders
<b>Mon:</b>	09:00 - 14:00	Second-Hand Goods Market	06:00 – 17:00
<b>Tues:</b>	08:30 - 16:00	General Market	06:00 – 17:00
<b>Weds:</b>	09:00 - 16:00	Mini-Market	08:00 – 16:30
<b>Thurs:</b>	09:00 - 16:00	Mini-Market	08:00 – 16:30
<b>Fri:</b>	08:30 - 16:00	General Market	06:00 – 17:00
<b>Sat:</b>	08:30 - 16:00	General Market	06:00 – 17:00
<b>Sun:</b>		CLOSED	

- All regular pitches should be claimed by public opening time each day, otherwise they may be offered to a casual trader. Traders that expect to be late in for any reason should give the Market Management Team as much notice as possible.
- Traders are allowed to start packing up from 15 minutes before public closing time (not any sooner, unless agreed otherwise with the Market Manager). Even if a stall has sold out of goods, we ask that traders stay for the duration of the Market in order to keep the Market looking full and busy.
- Traders in lockable units may trade beyond these times with prior permission from the Market Manager.
- The Market offers flexible dispensations regarding trading hours for business and personal needs (for example childcare arrangements or maximum trading hours for food stalls). These are agreed on an individual basis between traders and the Market Manager.
- Traders must not bring any goods into the Market or Market Place prior to opening hours (to traders as outlined above), nor allow any to remain in the market or Market Place prior to opening hours, nor allow any goods to remain in the market or Market Place after closing time or at such times as the Market Manager may from time-to-time determine. The Market Manager may grant dispensations to store goods overnight at the Market to individual traders that trade from the Market throughout the week. However, this permission is granted on a daily basis and may be withdrawn at any time to allow for the Market building or place to be used for other events and activities. Any trader's property left on the Market after the Market has closed is at the individual trader's own risk.
- All Traders must ensure that their stall is suitably manned throughout the Market Hours of Operation.
- All vehicles – unless an integral part of stall – must be removed from the market by 8:30am and traders must not bring their vehicles back to the market until after 4:00pm.
- The Market Manager may, in their absolute discretion, close the Market for official bank or public holidays and extreme weather conditions or emergencies and the Council shall not be liable for any loss incurred as a result of the cancellation.
- Whenever possible, traders will be given prior notice of maintenance and other work on and around the Market which could affect their trading activities.
- Additional times may be introduced by the Market Manager for special events and additional markets.

## Emergency Procedures

- *See separate Fire Procedures sheet*
- The Fire Alarms are tested weekly. The Market Manager will notify all traders present before testing that the alarm is due to sound. If you are present at the Market when the fire alarm sounds and you have not received a prior warning, please treat the alarm as real and follow the evacuation procedures accordingly.

- The Market undertakes a fire drill twice a year, usually in January and July. All traders will be expected to treat any drill as genuine and follow the evacuation procedures accordingly.
- All traders are provided with a copy of the Market's emergency procedures. Traders must read these and keep them to hand so they know where to go in the event of an evacuation.
- The Market Manager reserves the right to close the Market without prior notice in the event of an emergency.

## Terms and Conditions

### Appendix 1: Allocation and Use of Pitches

#### Application and Registration

- Anyone can apply to trade at Tiverton Market as long as they have the right to work in the UK and have the appropriate legal documentation required (such as Public Liability Insurance).
- Persons applying to trade on behalf of organisations, associations, firms and companies shall:
  - Disclose that fact on the registration form and indicate the name of the association, firm or company and its principal place of business or (in the case of companies) its registered office;
  - Be deemed to have authority to enter into this contract on behalf of the association, firm or company and to bind it or as the case may be, its partners, members and officers.
- Applications for new or additional pitches or product changes or extensions will not be considered whilst the applicant is in breach of these regulations, including being in arrears with payment of the fee. Applications will not be considered until those accounts are cleared.
- Pitches are offered on a daily basis only and a daily charge is payable. A Casual Trader shall only occupy a pitch on the day of trading as directed by the Market Officer and under no circumstances will this guarantee any future availability of any pitch.
- No new stall allocations will become effective until the Trader has been signed and returned the Trader Registration Form, confirming their agreement to the conditions of the Licence Agreement.
- The Council reserves the right to refuse any application without explanation.

#### Allocation of Pitches

- No tenancy, other legal estate or interest should be created (or deemed to be created) by the allocation of any pitch to any persons and no compensation will be paid upon the non-reallocation or termination of said pitch.
- The allocation of any pitch is the prerogative of the Market Management Team and a trader shall not assign or permit any person (other than a relative, agent, partner or employee responsible for conforming to these conditions & current charges) to occupy or use the stall or pitch or any part thereof without the Market Manager's prior permission.
- A waiting list for pitches (including stalls and units) is kept by the Market Management Team. In the event that a regular trader's pitch becomes available for reallocation, an existing regular trader may request to move to this vacant pitch. All reallocation requests will be at the Market Management Team's discretion after considering the following criteria that includes, but are not limited to:
  - First request received
  - Suitable separations of similar trades/goods
  - Suitability of pitch and trade
  - Whether the applicant has been a regular / casual trader.
- The Market Management Team will consider applications for vacant stalls against the following criteria, in line with the Market's Equal Opportunities Policy:
  - the need for the particular trade stated on the application and for preserving a proper balance of trades on the market.
  - the desirability of allowing the continuity of a family business following retirement or bereavement.
  - the conduct of the trader, including any failure to comply with these regulations or any legislation or byelaws relating to the market.

## **Lockable Units**

- Lockable units are offered to traders on a weekly licence, payable weekly in advance. From 01 April 2018 all traders occupying a lockable unit will be requested to pay their pitch fees via Standing Order. Invoices will automatically deduct the trader's entitled two weeks' toll-free leave per year.
- Traders that have traded regularly in the Pannier Market Hall for 6 weeks or more are eligible to trade from one of our lockable units. Any traders wanting to trade from a lockable unit must log their expression of interest to the Market Management Team. Lockable units are offered to traders depending on their requirements and availability.
- Traders will be provided with one set of keys for their unit and will sign for them to confirm receipt. The Market Management Team will retain a master set of keys for emergency access. Traders are responsible for keeping their keys safe and are not permitted to obtain copies or share these with other people (unless prior authorisation has been granted by the Market Manager). In the event of keys being misplaced, the trader will be responsible for the cost of the full charge for fitting new locks.
- Traders are not permitted to replace any of the locks provided without prior permission from the Market Manager. Where permission is granted it is on the full understanding that Mid Devon District Council have right of access to the unit and traders must provide a set of keys to the Market Management Team. The Council accepts no liability for any damage to the locks or to the contents of the unit if the Council needs to obtain access in an emergency or in the event of any breach to the Licence Agreement.
- Traders occupying units must provide full access to the unit to the Market Manager or another Council representative for regular safety inspections or other maintenance requirements.
- Traders in lockable units must open on General Market days and have the right to trade at the Market outside of normal opening hours throughout the week (with prior permission from the Market Manager). Mid Devon District Council reserves the right to use the space in front of lockable pitches at special events outside of the Market's normal trading hours or if closed for holiday etc. Unit occupants will be notified of this accordingly.
- Traders are responsible for ensuring their units are locked up at the end of each trading day. The Council is not liable for any loss of or damage to goods stored in the units.
- Absence for more than 4 consecutive weeks without notice may result in your unit being reallocated.

## **Absences and Irregular Attendance**

- Regular traders are allowed two weeks' absence from trading each year without having to pay their normal pitch fees.
- A leave request form should be completed and handed to the Market Management Team at least one week before taking leave.
- Any trader unable to attend the market due to unforeseen circumstances must notify the Market Management Team as soon as possible. No refund of stall fees will be paid in these circumstances.
- Traders shall be allowed absences for certified sickness for a period not exceeding six occasions in any one calendar year. In all other cases, the full tolls shall be due. The Market Management Team may in their absolute discretion waive the stall fee for other extenuating circumstances (such as death of an immediate family member or the illness of a dependant).
- For indoor and outdoor stalls: during the trader's absence the Council may re-allocate their pitch to another trader. If possible, the trader's preferred pitch will be reallocated to him/her on their return to the market.
- In the interests of the market it is important that traders attend the market and that as many stalls as possible are occupied. Continued absence from the market may result in the suspension or termination of a trader's Agreement. Absence for more than 4 consecutive weeks without notice will result in 'regular' traders reverting to 'casual' status and may result in their pitch being reallocated.

- Extended leave of absence (a maximum of 6 weeks) may be granted on request. Traders may nominate someone to run their stall(s) during this time and must notify the Market Manager.

### **Transfer of Pitches**

- The transfer of the license shall only be allowed on the grounds of ill health or retirement. This will be subject to prior approval from the Market Management Team. The new trader/licensee will be required to complete a Trader Registration Form and provide copies of insurance and other documentation as required. One week's rent will be paid in advance of the transfer to cover the transfer of the licence.
- The Council reserves the right to refuse an application to transfer the stall if, in the opinion of the Market Manager, the person to whom the stall is to be transferred is deemed unsuitable.
- No change in the class of goods to be sold shall be allowed at the time of transfer unless the intended goods to be sold are unrepresented on the Market. Any application to vary the list of authorised goods must be made in writing to the Market Management Team. The proposed new goods should not be displayed until approval has been given and a new daily licence completed.
- In the event of a trader not attending a pitch in person they must, on request, provide satisfactory evidence of employment of staff. Failure to do so will necessitate the personal attendance of the trader at the Market.

### **Product Lines and Product Line Extensions**

- The Market Management Team reserves the right to refuse permission for the sale of any particular goods or articles.
- The Market Management Team will endeavour to ensure that a good balance of trading opportunities exists on the market. There will be as far as reasonably practicable no two identical stalls. See the Market's 'Balance of Goods Policy' for more information. The Market Manager's decision on the similarity of lines and stalls shall be final.
- The Market Manager will allocate product lines to vacant stalls as it considers best for the Market. The Market Manager may accept product lines that compete with existing traders but has the right to decline any application for trade or product-line that they consider will be over- represented on the Market (as per the Balance of Goods Policy).
- Traders may only sell the product line set out in their Registration Form (Licence Agreement). Traders may only extend or change product lines with the prior agreement of the Market Manager (which shall not be unreasonably withheld). If a request is granted, the old Agreement will be cancelled and a new one issued.
- The proposed new goods should not be displayed until approval has been given and a new daily licence completed.
- The Market Management Team reserves the right to alter the layout, review the product types sold on the Market and to initiate changes to the balance of the market as deemed appropriate.

### **Use of Pitches**

- Traders must comply with all regulations and requirements of the Health and Safety at Work Act 1974, the Control of Substances Hazardous to Health Regulations 1988 and any other regulations as they relate to the allocated pitch and the business carried from it.
- Traders must at all times ensure that any weighing scales comply with the Weights and Measures Act 1963 and 1985 and are positioned on the stall so that the indications are clearly visible to the customer.
- The Market site and buildings are owned and managed by Mid Devon District Council. It is the Council's policy that no smoking (including e-cigarettes) is allowed on any Council premises (this includes the Pannier Market building, the store room, open units and lockable units).

- Stalls are to be used for quiet selling. Where traders wish to use trading positions for demonstrating, pitching, or other means of attracting a crowd, then approval must be gained from the Market Manager.
- It is the responsibility of traders to ensure that their individual displays are attractive and in keeping with the environment of the Market. Where provided, traders must use tablecloths on their stalls.
- The Council does not allow the use of Chinese/Sky Lanterns at any Council-owned venue (including the Market and its surrounding space).
- Traders shall not hold any sweepstakes, raffle or other lottery at the Market other than one which is permitted by the law and agreed by the Market Manager.

### **Pitches and Trading Area**

- A Trader shall only occupy the pitch which has been allocated to them by the Market Management Team. For avoidance of doubt where a Trader occupies any additional space or where a Trader occupies a different pitch area, the Market Management Team reserves the right to apply additional charges or move the Trader back to the pitch or pitch size they were originally allocated. Traders may on occasion – with prior permission from the Market Management Team – extend their pitch to fill empty spaces. However, this agreement is on a daily basis and does not guarantee future use of this space.
- No sign, other than any connected with the retail business being undertaken at the pitch, may be displayed without the Market Manager’s permission. All such signs shall comply with the Trades Description Act and shall not be in any way misleading or offensive to members of the Public.
- As per the Consumer Rights Act 2006, all traders must clearly display their business name and address to which legal documents can be sent. These requirements also apply to receipts, invoices, orders and correspondence used in the course of business.
- All goods displayed for sale must be priced.
- Traders may use A-boards if the boards at designated points as agreed with the Market Manager and/or Town Centre Manager.
- Traders operating from gazebos are responsible for ensuring that their gazebo is structurally sound and is appropriately weighted down. The Management may refuse use of gazebos if thought the weather conditions were unsuitable.
- Where permission has been granted for use of temporary structures, the use, erection/installation and dismantling of such temporary and demountable structures should comply with current guidance and British/European Standards and current health and safety legislation.
- The Market Manager reserves the right to alter the layout of the Market or the allocation of a trading space with reasonable notice.

### **Damages**

- It is the responsibility of the trader to report any defects or damage to units or the Market place immediately to the Market Management Team.
- Council property (the building, stalls, or equipment) must not be misused or damaged in any way. Traders must not remove or interfere with any part of their pitch. No alteration can be made to any unit or stall (including altering or adding to electrical installations) without the prior permission of the Market Manager.
- It is the trader’s responsibility to protect their pitch during a period of use. The trader shall undertake to ensure (so far as is practicable) that no loss, damage, defacement or destruction is caused to any Council-owned equipment, materials, facilities or natural features.
- The Council reserves the right to charge any market trader the full cost of repair or renewal to any council property related to the Market where in the reasonable opinion of the Council that trader or anyone working with the trader has caused the damage.



- Traders will indemnify the Council against all costs, claims and damages arising from their use of the pitch or any other facility provided by the Council in respect of the Market operation.

### **Cleaning and Waste Arrangements**

- All traders are responsible for clearing up their pitches, stalls or lock-ups and leaving them in a clean and tidy condition. Throughout the trading day, traders must ensure that their pitch and any adjoining passages is clean and clear of all refuse, whether used by them alone or in conjunction with other traders. Traders should clean up any spillages or splatter from their stalls (including affected floors and windows).
- All waste produced from a market is classed as Commercial Waste and traders have a duty of care to dispose of their waste by a licensed waste carrier. Each trader should provide suitable disposal for general waste created from their stall. There are two commercial trade waste bins located behind the Market storeroom (one for general waste and one for recyclable waste).
- At the end of each trader day, traders must remove their own waste and place this in the commercial bins provided. Please do not put rubbish in the bins provided for the public.
- It is the trader's responsibility to ensure that all Council-owned equipment is suitably clean and hygienic before and after use. Any equipment left in an unacceptable condition will result in charges being made for cleaning.
- Traders are not allowed to dispose of any waste (including cooking oil) into any drain or sewer within the Market area or its environs.
- Traders are not allowed to dispose of personal/domestic waste at the Market. Nor are they permitted to dispose of any waste that would require a special permit or fee (for example, bulky waste, electrical items, contaminated waste, asbestos). This list is not exhaustive and where there is a doubt, traders should check with the Market Management Team.
- The Council reserves the right to charge traders for the cost of clearing waste left at the Market in contravention of these terms and conditions.

### **Vacation of Pitch**

- Traders wishing to leave the Market or give up one or more of their pitches must give a minimum of four weeks' notice of their intention to the Market Management Team. At the Council's discretion this requirement may be waived in exceptional circumstances.
- Upon vacating a pitch, traders must clear all of their property. The Council may remove and store or dispose of any property left by the Trader at the Market after they have vacated the pitch. The trader shall repay to the Council on demand the costs of such removal, storage or disposal of any property. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to remove and sell in such a manner as it thinks fit any property left at the venue as a result of the trader not claiming within 28 calendar days. The proceeds of sale shall be the Council's.
- Additional charges at £40.00 per hour plus material costs will be applied and invoiced separately if the venue is left in an unsatisfactory condition.
- Where applicable, the trader shall ensure that all pitch keys are returned immediately on their vacation of the pitch. The loss of any key will incur a penalty charge of £10 per key per day until the key is returned, or the full charge for fitting new locks.

## **Terms and Conditions**

### **Appendix 2: Use of Equipment**

#### **General Conditions Relating to Use of Equipment**

- Traders are responsible for their own equipment. The Council takes no responsibility over lost, stolen or broken equipment, vehicles or produce.
- All equipment used must conform to Health and Safety legislation or designated best practice and be approved by the Market Management Team. Any electrical, heating or lighting equipment used should be low-power and energy efficient wherever possible. The Provision and Use of Work Equipment Regulations (PUWER) require that all work equipment must be tested by a competent person regularly (usually once a year).
- Traders must provide fire safety equipment appropriate to their activities. In particular, all traders that cook on site must have adequate firefighting equipment including fire blankets.

#### **Electrical Equipment**

- Electricity where supplied may only be used for the powering of low energy lighting, freezers or tills or small items relevant to the sale of the goods on the stall and no other purpose. No electric heating or cooking devices are allowed to be connected unless with the agreement of the Market Officer.
- Traders must not overload sockets and extension leads. Traders are responsible for ensuring all extension leads are completely unravelled in order to prevent heat build-up. The Council accepts no liability for power failure at the Market. The Council will not repair electrical equipment or change fuses etc.
- Traders are responsible for ensuring that their electrical equipment is in good condition and safe to use. All portable electrical equipment used (including DJ equipment and extension leads) must be certified and have an up-to-date PAT certificate (or if new equipment, proof of purchase). Copies of relevant certification must be provided to the Market Manager upon request.

#### **Gas Equipment and Cylinders**

- Due to the building's Grade II listing, no gas appliances may be used inside any of the buildings; only outside with a current gas safety certificate issued by a registered Gas Safe engineer.
- The use of LPG/pressurised cylinder(s) will not be permitted without the prior consent of the Market Management Team.
- All traders using bottled gas must provide a controllable discharge type, dry powder fire extinguisher situated near the appliance, displaying a current test approval. Paraffin appliances will not be permitted.
- All LPG/pressurised cylinders shall be stored outside any stall, vehicle or building connected to the appliance via securely fixed metal piping or armoured flexible piping. Only cylinders using pressure relief valves will be allowed which must be positively secured in the upright position.
- All LPG/pressurised cylinders not in use must be stored upright in the open air away from any fixed or temporary source of ignition, with suitable hazard warning signage provided, complying with the Health and Safety (Safety Signs and Signals) Regulations 1996.

#### **Generators**

- Generators are not permitted on the Market without the prior agreement of the Market Manager. Only silent running generators are to be used and no re-fuelling or storage of fuel is allowed on site.
- Generators must be located so as not to be accessible to members of the public or other unauthorised persons. All cables must be routed away from pedestrian traffic routes in order to avoid tripping hazards and must be protected from mechanical damage.

- The Market Management Team may require that the generator be switched off immediately if it is considered too noisy.

### **Inflatable Equipment**

- Traders operating inflatable play equipment must ensure that their equipment used at the Market has been certified and inspected under the appropriate inspection scheme; Pertexa Inflatable Play Accreditation (PIPA) or Amusement Device Inspection Procedures Scheme (ADIPS). Copies of relevant certification must be provided to the Market Manager on request.
- Operation of all inflatable devices should conform to relevant legislation and best practice (such as that issued by the National Association of Inflatable Hirers). Inflatable play structures must be appropriately weighted down and are not to be used if the wind speed is over 19mph.
- The Market Manager reserves the right to refuse permission for any inflatable equipment deemed to be unsuitable for the Market due to safety reasons.

## **Terms and Conditions**

### **Appendix 3: Tolls and Charges**

*See attached Schedule of Tolls*

#### **Tolls and Charges General**

- Stall fees and other charges are determined by Mid Devon District Council, and will be notified to traders in writing once approved by the Council.
- Mid Devon District Council will usually review all tolls and charges annually. However, it reserves the right to amend its tolls and charges at any time with a minimum of one month's notice to traders. Mid Devon District Council will consult traders on any proposed changes to the Schedule of Tolls and consider representation/feedback.
- All charges must be paid on the day that they are due. Traders can pay weekly or monthly in advance as agreed with the Market Manager. Traders paying 1 month in advance will receive a 10% discount.
- Stall fees must be paid by one of the following methods only:
  - By monthly cheque/ Direct Debit/BACS in advance on the receipt of an Invoice.
  - By payment to the Council using cash or cheque as agreed in writing by the Council. Cheques should be made payable to "Mid Devon District Council".
- Refunds of advance payments will only be made in exceptional circumstances and at the discretion of the Market Manager.
- The Market Manager reserves the right to offer discretionary rates (such as special offer incentives) to any trader.
- The Market offers a charity pitch and a craft demonstration pitch free of charge to local charities and artists. Individual parties may occupy the pitch for free up to a maximum of 12 times per financial year.

#### **Payment Methods**

- From 01 April 2018 all traders occupying a lockable unit will be required to pay their pitch fees via Standing Order.
- All other pitch fees must be paid by one of the following methods only:
  - by monthly cheque / Standing Order/BACS in advance on the receipt of an Invoice.
  - by payment to the Council using cash or cheque as agreed by the Council.

#### **Arrears**

- Any trader in arrears with their fee will be subject to disciplinary procedures.
- The Market Management team may suspend any trader who is in arrears of more than 4 weeks (of the equivalent weekly stall fee). Traders will not be permitted to recommence trading until they have settled their arrears in full or entered into an arrangement, agreed by the Market Manager, to clear their debts. Traders will be required to sign a written copy of that agreement as acceptance of the conditions of repayment.
- Any Trader cancelling or not honouring a monthly Invoice payment will be deemed to have converted to a weekly/daily payment arrangement and forfeit their 10% discount.
- Where a trader continues to default on their payment or breaches a repayment agreement, then the Market Manager reserves the right to refuse them permission to trade at the Market. Outstanding debts will be pursued through the Council's debt recovery team.
- Where the Council incurs extra administrative costs in collecting unpaid tolls, these costs will be passed on to the trader concerned.

## **Business Assist Scheme**

- Regular traders with businesses less than two years old may qualify for the Market's 'Business Assist Scheme'.
- Traders on the Business Assist Scheme agree to have open books with the Market Management Team and meet with them periodically (as agreed) for business support and planning.
- The Business Assist Scheme is offered to traders for a maximum of 2 years (with varying progressive tolls due at set stages as agreed during that time). The Council reserves the right to reduce this timeframe where appropriate and the supported business is showing good business health and meeting agreed targets.
- The Market Manager reserves the right to withdraw the offer of this scheme without notice to any trader breaching any of the terms of the Licence Agreement.
- A decision relating to eligibility for the Business Assist Scheme rests solely with the Market Manager and their decision to offer or decline this scheme to any trader is final.

## Terms and Conditions

### Appendix 4: Vehicles and Parking

#### Vehicles and Parking General

- No vehicles should be on the Market site between 8:30am and 4:00pm unless prior authorisation has been given.
- Traders operating from vehicles (such as food vans) must ensure that their engines remain turned off throughout the trading period.
- Only the Market Manager (or his/her designated representative) has authority, due to weather conditions to allow traders to finish earlier than normal trading times and/or may let vehicles on the market for safety reasons.
- No vehicle shall enter into or remain in any of the intersecting passageways or open areas of the Market except at such times and under such conditions as may be determined from time to time by the Council.
- Use of car horns is prohibited (Road Vehicles Construction and Use) Regulations 1986, Ref. 99.
- Traders must ensure that they observe a maximum vehicle speed of 5 miles per hour when on or in the vicinity of the Market Place or market trading area and that vehicles display hazard warning lights.
- The Council will not be responsible for vehicles brought onto the Market Place.
- When loading/unloading their vehicles, all traders shall cause as little obstruction and inconvenience to the general public, other traders or the Council's employees and contractors as possible. In particular traders must comply with such requirements to ensure emergency access as the Market Management Team deems necessary.
- The Market Management Team may stipulate particular areas – both within and outside the market area – as non-parking areas for traders.
- Traders shall comply at all times with statutory parking regulations currently in force. All Traders must display a valid parking permit or pay-and-display ticket in their vehicles at all times whilst on the market area.

#### Parking Permits

- Each trader is entitled to one parking permit (per pitch), covering their normal days of trading. This permit allows the trader to park in the Market Car Park from 6am to 6pm. Additional permits are available at £1.00 per day.
- Laminated parking permits are issued at the discretion of the Market Manager to regular traders and market staff only. Casual traders will receive a daily parking permit. They remain the property of Mid Devon District Council and may be withdrawn with notice at any time if these terms and conditions are not met.
- A trader's permit may only be used by the named person to whom it was issued. Traders should not hold more than the amount of permits authorised at any time.
- Parking permits must be displayed in the front windscreen of the parked vehicle so that all the printed details can be clearly seen and ready by an Enforcement Officer or Police Officer. Failure to clearly display a valid permit will result in a parking ticket being issued.
- The permit does not guarantee a parking space on site. The vehicle is only permitted to park in the Tiverton Market car park.
- Altering or changing a permit will render it invalid and it will be invalid if it is used on days not stated on the permit.
- Traders must not photocopy or reproduce permits, nor are they allowed to share their permit with other people.

- It is the driver's responsibility to ensure that the vehicle is parked safely and wholly within the confines of the marked parking place. The vehicle should not be parked wholly or partly on a footpath or verge or in a hazardous manner.
- There will be an admin charge of £5.00 to replace any lost or damaged permits.
- A signature will be required from all persons with a permit to confirm they have received them, the quantity received and that they have read and agreed to these conditions.
- If a trader leaves the Market, they must return all of their permits to the Market Manager and in good condition. Failure to do so will result in a charge of £25.00 per permit. A signature will be required from all persons who return a permit.
- Any breaches of these terms and conditions will result in forfeiture of the permit(s).
- All data collected from issuing permits, or issuing parking permits arising from the misuse of a permit may be used in conjunction with any of our reporting functions or other enforcement agencies for the purpose of this enforcement as required by law or part of a Police investigation. All processing of this data will be in accordance with the UK Data Protection Act 1998.

## **Terms and Conditions**

### **Appendix 5: Employee Welfare**

#### **General Conditions**

- Traders are responsible for their helpers/staff/group members.
- Traders who are responsible for employees should hold Employers Liability Insurance.
- Employees include those assisting in the trade or occupation even where the person receives no monetary reward and includes any person related to the Licensee / Trader.

#### **The Employment of Young Persons**

- All traders must comply with the Children & Young Persons Act 1933 & 1963, The Education Act 1944-48 and the Employment of Children's Act 1973 and any other Act, Local Acts or Byelaws relating to the employment of young children.
- For the purpose of this regulation, a child is any person of statutory school age.
- No child below the age of 14 years shall be employed at Tiverton Market.
- No child shall be employed without first having obtained a Work Permit issued by Devon County Council. Work Permits must be produced when requested by a member of the Market Management Team.
- Children's working duties and hours must comply with legislation and best practice (traders are recommended to check the latest guidance on the Babcock LDP website).



## **Terms and Conditions**

### **Appendix 6: Food Stalls**

#### **General Conditions**

- Food traders who need to be “Food Registered” (dependent on whether or not regulation is required) must do so with their local authority 28 days prior to selling.
- Only food traders with a minimum food hygiene rating of 4 or above may trade at Tiverton Market.
- Traders are responsible for complying with all applicable laws and regulations at all times. It is the Trader’s responsibility to know and implement all current laws and regulations relating to their trading.
- Stalls may be inspected at any time by Environmental Health and those deemed not to comply with relevant regulations may be shut down and required to leave the Market with no refund of fees.

#### **Food Hygiene Compliance**

- All traders operating food stalls shall comply with any legislation for the time being in force relating to their business including. In particular, traders must comply with the following:
  - The placing, design and construction must aim to avoid contamination of food and harbouring of pests. All food must be kept eighteen inches above the ground and protected at all times from the risk of contamination.
  - Open or unwrapped food, other than fruit and vegetables, must only be sold from stalls or vehicles which are approved by the Council for this purpose.
  - Traders selling cooked or raw meat, poultry, fish or dairy products must provide adequate refrigeration and this produce must only be sold from stalls or vehicles which are approved by the Council for this purpose.
  - Food handlers must not smoke behind or in the vicinity of the sales counters.
  - Food handlers must wear suitable, clean and where appropriate protective clothing and shall maintain a high degree of personal cleanliness.
  - Adequate arrangements for storage and disposal of waste must be in place. No un-bagged refuse, waste or unfit food is to be allowed to accumulate on or about the stall. It must be bagged securely on a regular basis throughout the day.
  - An adequate supply of hot and/or cold potable water must be available. Traders must have hand washing facilities with hot and cold water available on the stall if they are handling high risk foods.
  - Surfaces in contact with food must be easy to clean and where necessary disinfect. Adequate provision must also be made for cleaning food stuffs and the cleaning and, where necessary, disinfection of utensils and equipment.
  - A first aid box shall be provided and any cuts and abrasions shall be covered by a blue, waterproof dressing.
  - Current Food Hygiene Certificates (where applicable) must be displayed at all times.

#### **Alcoholic Products**

- The selling of alcoholic products at the Market will not be allowed without the prior consent from the Market Manager.
- Where permission is granted, all persons supplying alcoholic products must hold appropriate authorisation. Any stall that has alcohol for sale must have one personal licence holder for that stall to authorise sales made from the stall. Copies of relevant certification must be provided to the Market Manager upon request.
- Traders selling alcoholic products must follow the Council’s adopted proof-of-age scheme.

- No glass drinking vessels are to be used on the premises (including inside and outside areas).