

# Downham Market Town Council



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Town Clerk: Mrs J M Markwell

## MARKET TRADER'S LICENCE

THIS LICENCE is granted on the date hereinafter appearing by the Downham Market Town Council (hereinafter called the Council) acting by their Clerk to the Stallholder as defined in the schedule hereto.

### DEFINITIONS

- a) 'The Council' means the Downham Market Town Council, 15 Paradise Road, Downham Market, Norfolk, PE38 9HS.
- b) 'Pitch' means the place or space in the Market Place where the Licensee is stationed containing the agreed Stall or number of Stalls, allocated to the individual Licensee from time to time and Pitches shall be construed accordingly.
- c) 'Market Place' means the areas where markets are situated at (Downham Market) in the locations determined by the Council.
- d) 'Stall' means any structure, standing bench, table, place or space and any vehicle or trailer used or intended to be used for the display or sale of Goods.
- e) 'Fittings' means free standing structure or additional attachments used for displaying Goods not normally comprising of the make up of the Stall.
- f) 'Goods' means provisions, commodities and articles brought into the Market Place for the purpose of display or sale.
- g) 'Market Officer' means the Treasurer or his duly authorised representative (the Duty Market Manager) who exercises general management, supervision and control of the market.
- h) 'Market Bye-Laws' means the Bye-Laws made by Downham Market Town Council, a copy of which is attached as Appendix 1 to this Licence. Where there is any discrepancy between this Licence and the Market Bye-Laws, the Market Bye-Laws take precedence.
- i) 'Further Market' means a market which will be held in the Market Place on a non market day or on Bank Holidays.
- j) In this Licence:
  - i. The singular includes the plural.
  - ii. The masculine includes the feminine.

WHEREBY IT IS AGREED as follows:

1. The Licensor is the market owner of the markets held at Downham Market – Friday and Saturday – and as market owner is vested with the rights and duties of holding, regulating and controlling the said market and the Market Place situated at Downham Market.
2. The Licensee has requested the Licensor to grant him the Licence to use a Pitch for trading in the articles described in the said schedule upon part of the said market.
  - 2.1. Now the Licensor hereby grants to the Licensee the right (subject to the Licensee observing the Bye-Laws or regulations or rules made by the Council from time to time) to use each market day subject to paragraph 3b below for the sale of Goods and articles described in the said schedule the portion of the said market being the size described in the said schedule or such other Pitch of equivalent size and position as the Licensor may in (the Licensor's) absolute discretion determine and the right to the use of the said Pitch or other Pitch shall continue from week to week unless terminated earlier by the provisions in paragraph 4 hereto. The Licensee shall occupy only the Pitch allocated by the Market Officer. Relocation of the Licensee will only occur after prior consultation with the Council.
  - 2.2. Markets shall not be held on Easter Sunday, Christmas Day, Boxing Day or New Years Day.
3.
  - 3.1. Either party may terminate the Licence by giving to the other not less than twenty eight days notice in writing (such notice of termination on behalf of the Council will not be issued unreasonably) PROVIDED THAT if the Licensee intends to transfer his whole business as a going concern to a third party who wishes to enter into a new Licence in similar terms hereto then he shall produce to the Licensor a written confirmation from his solicitors to include the name and address of the proposed transferee together with the formal notice of termination however for the avoidance of doubt it is confirmed that the Licensor shall not be under any obligation to grant a new Licence to the new owner.
  - 3.2. The Licence is personal to the Licensee and therefore on transfer of the Licensee's business the existing Licence will terminate.
  - 3.3. The new owner will not be permitted to use a Pitch unless a Licence has been granted by the Licensor. Grant of the said Licence will be considered by the Licensor in accordance with the terms set out in its application form.
  - 3.4. The Licensor may terminate this Licence forthwith in the event of a breach of any of its terms by the Licensee, or for non compliance with the Bye-Laws or regulations or rules made by the Council.
4. The conditions upon which the Licence is granted are as follows:
  - 4.1. The Licensee shall pay to the Licensor on each market day the sum described in the said schedule for the duration of the licence. Where payments are made on or before the 10<sup>th</sup> of each month discounts will be applied.

- 4.2. The Licensee shall provide and erect a Stall at the Pitch allocated to him to the satisfaction of the Market Officer prior to the start of trading on each market day and remove the said Stall at the end of trading on each market day. For the avoidance of doubt no Stall may be left on a Pitch overnight for the purposes of a market or a Further Market, without the permission of the Market Officer.
- 4.3. Where appropriate the Licensee shall provide and erect a Stall canopy to the satisfaction of the Market Officer prior to the start of trading on each market day.
- 4.4. The Licensee shall use the Pitch allocated only for the purposes of selling or as otherwise agreed with the Market Officer.
- 4.5. The Licensee may sell from the said Pitch the described Goods in the said schedule. The Licensee may not sell other classes of goods, unless prior written approval has been obtained from the Market Officer.
- 4.6. The Licensee shall comply at all times with the Bye-Laws and any other regulations or rules made by the Licensor in respect of the market.
- 4.7. The Licensee must have a valid Public Liability Insurance with £5 million cover as a minimum. The original certificate must be produced to the Market Officer for examination on the first day of trading or at any other time upon reasonable notice. Photocopies or facsimiles are not acceptable.
- 4.8. The Licensee shall not impede or interfere with the Licensor's rights of possession and control of the Pitch and shall comply with all reasonable directions of the Market Officer.
- 4.9. The Licensee shall not permit any person other than his employees to use the said Pitch. The Licensee shall be responsible for the acts and omissions of their employees or agents whilst on site at the market.
- 4.10. The Licensee agrees not to do or permit to be done anything which in the opinion of the Licensor may be a nuisance or annoyance to any member of the public resorting to the market or which may be detrimental to the efficient operation of the market or which may be a nuisance or disturbance to residents nearby.
- 4.11. The Licensee shall not store or display any goods or other articles beyond the boundaries of the said Pitch, except with the written permission of the Market Officer.
- 4.12. The Licensee must keep his Pitch, Stall and Fittings and the space below the Stall clean and free from litter and use the litter receptacles provided. At the end of trading on each market day all rubbish must be placed in the litter receptacles provided and the Pitch shall be left in a clean and tidy state.
- 4.13. The Licensee (if selling foodstuffs) shall comply with the requirements of the (Food Safety (General Food Hygiene) Regulations 1995 and the Food Safety Act 1990 (as amended).
- 4.14. The Licensee shall construct and maintain the Stall in a thoroughly safe manner to the satisfaction of the Market Officer and/or Council Safety Officer.

- 4.15. No alteration or addition to the structure of Fittings of any Stall as approved by the Market Officer may be made by or on behalf of the Licensee except with the written permission of the Market Officer.
- 4.16. The Licensee must exhibit his name on a board or fascia in the style of lettering and colour approved by the Market Officer and any signs exhibited by the Licensee must be likewise approved and must not project at any point beyond the outer perimeter of the Stall.
- 4.17. Twenty four hours notice, to be confirmed in writing, shall be given by the Stallholder to the Council if he intends to be absent from the Market Place on two or more successive markets days provided that if the Stallholder fails to give notice as foresaid it may be reasonably assumed that the Stallholder has voluntarily relinquished his right to occupy the Stall described in the schedule hereto and the effect will be the same as if the Stallholder had served notice of termination on the Council as previously described.
- 4.18. Should the Stallholder be in breach of Bye-Law Article (17) the Council reserves the right to re-let the Stall for that particular market day without any reimbursement to the Stallholder.
- 4.19. Notice shall be deemed to be served by the Council if sent to the Stallholder at his last known address.
5. It is hereby agreed that this Licence is personal to the Licensee who shall not permit any persons other than his bona fide employees to use or occupy the Pitch and the parties hereby acknowledge that nothing in this agreement shall be construed as creating the relationship of Landlord and Tenant.
6. These conditions govern the use of Stalls in the market by Stallholders and their employees or agents. Any Stallholder who contravenes any of the conditions may be refused permission to Pitch a Stall in the market.

In the event of a Licensee being ill and unable to occupy his Pitch, rent will not be charged if an appropriate sickness certificate is shown.