

Licence document preamble

We would like to take this opportunity of welcoming you and to briefly describe the history attached to these traditional markets which you have decided to become part of, but before we do so please may we remind you that:

"A Market is a Partnership between you and us".

The Council holds Royal Charter Rights which enables it to establish and regulate markets in the City and up to six and two third miles away.

Bristol was a royal manor and in 1227 a lease of the fee farm of Bristol including the markets was granted to the Corporation by the Crown. The principal Royal Charters affecting markets in Bristol derived from the Charters granted by Henry VI in 1446, Edward IV in 1462 and Queen Anne in 1710.

The Exchange Market

The Exchange building was designed by John Wood and officially opened in 1743 as a corn market and was used by many of the merchants in the City. In 1872 the Corporation covered the courtyard with a glass dome in a similar vein to Crystal Palace. The dome was damaged in the second world war and was subsequently demolished. In 1950 the entire building was modernised and made suitable for the holding of dances, exhibitions, and meetings, as well as the Thursday Corn Market. This continued until the 1970's when the Exchange began to be used for antique markets until it eventually emerged into the market you see today.

The Nails

The four brass-pillars, which now stand in front of the Exchange, originally stood on the north side of All Saints Church under a closed-in walk call Merchants Tolzey. The oldest of the Nails is the one nearest All Saints Church and dates back to the Elizabethan period. The other Nails were dedicated at different times, the last being donated in 1631. It was here that Business Merchants met for business and the nails were probably used for the exchange of money. Hence the well-known phrase:-

"Pay on the Nail".

The Covered Market

Fruit and vegetable markets were held in the open streets until 1745 after which they took place in the open behind the Exchange building. In 1849 the Covered market was built as a fruit and vegetable market. This continued until the 1950's when the fruit and vegetable market was relocated to St. Philips.

The Glass Arcade

The first recorded building of a meat market in Bristol was in 1598 when a covered market was erected behind a house in Broad Street. The meat market was later transferred to a site behind the Exchange and then to Union Street where it existed until 1908. Arcades for meat and poultry were established in what is now known as the Glass Arcade.

THE CITY OF BRISTOL'S MARKET SHOPPERS RIGHTS

Welcome to the City of Bristol's Markets.

We are proud of our tradition of offering good value for money and it is our intention that you will have no problems with your purchase and will find our stallholders courteous and helpful. However, if you are not satisfied with the goods or service you have received, this is what you should do:-

1. Approach the stall concerned and ask to see the proprietor; take with you any receipt you may have been given and explain your problem.
2. If you cannot remember the stall or reach agreement with the proprietor, approach one of the uniformed Markets Attendants patrolling the Market who will call the Markets Office. A member of the office staff will then discuss the case with both yourself and the trader. He or she may, depending on the facts of the case, request the trader to offer you a refund. The Markets Officer, however, cannot force the trader to do so.

If it appears that you have a genuine case the Markets Officer will put you in contact with the Trading Standards Office who may be willing to take the case further, legally, on your behalf.

If you have any difficulty with the above, please ring (0117) 922 4014 to speak to any Markets Officer or the Markets Service Team.

Please note the law entitles you to certain protection when shopping at Bristol City Markets

1. Goods sold as new must not be broken or damaged and must work properly.
2. Goods must be SAFE and fit for their purpose, they must do what they are supposed to do.
3. Goods must be as described, whether on the pack, by the salesperson or by any other means.
4. Services must be carried out in a proper and business-like fashion.

If they are **NOT**, you may be entitled to compensation, either a full refund or part of the purchase price back, depending on how serious the defect and how soon you report the problem. If you are entitled to a refund you may choose to accept instead a repair, replacement or credit note if offered.

You are NOT entitled to compensation if you have:

1. Simply changed your mind or the goods were satisfactory when purchased.
2. Purchased goods with defects, which you ought to have noticed, at the time you bought them (such as "seconds").

The City of Bristol's Market Shopping Rights

In an attempt to maintain and improve the market's efficiency we would appreciate any comments you may have, praising either certain initiatives or providing constructive criticism, of the existing facilities.

You will find comment cards for this purpose, situated at several points throughout the market with collection boxes. Please note that any cards placed without a name and address or contact phone number may not be acted upon.

BRISTOL CITY COUNCIL AS LICENSORS AGREE TO PROVIDE:-

- (i) Stalls and/or locations for stalls, trading pitches and display areas.
- (ii) Advertisements
 - a) in local papers
 - b) in specialist publications
 - c) on radio and television
- (iii) Promotions
 - a) competitions
 - b) Christmas lighting
 - c) signage

* Please note advertising and promotion of the market by the Licensor is subject to financial budgets. Nevertheless, you are encouraged to place your own advertisements, at your own expense and in some instances the Licensor may be able/willing to contribute towards a joint advert.

- (iv) Security
 - locking and securing the market buildings.
 - provision of security attendants.
- (v) Communal lighting throughout the Markets.
- (vi) Heating and lighting in the Exchange Hall.
- (vii) Repair and maintenance of the Market buildings.
- (viii) Communal electricity, gas, water supply, drainage.
- (ix) Toilets, wash basins, hot and cold water supplies are provided for the use of the Licensee(s) (keys to such amenities will be supplied). Please not however in cases where excess use is required for business purposes, e.g. Florists, the Council reserve the right to make a charge.
- (x) Cleansing - to keep the common parts of the Market in a clean and tidy condition.
- (xi) Management

- a) **Day to Day Repairs**

Should a Licensee have reason to report an issue requiring maintenance/repair, i.e. blocked toilet, they should report this to a Market Attendant or Markets Officer, either verbally or by using one of the Trader's Enquiry sheets so they can keep a copy and specify the time and date and nature of complaint/request. The matter should then be dealt with in a reasonable time. If this is not done, the trader should bring the matter to the attention of a Markets Officer and present the copy slip.

b) **Disputes and Grievances**

1. **Between Traders**

If a dispute occurs between traders, they may request a hearing with a Markets Officer whose opinion shall be final.

2. **Between Traders and Market Service Staff**

If a dispute/grievance occurs between a trader and a member of the Market Service, they may request a hearing with the relevant line manager whose opinion shall be final.

3. **Between Trader and Markets Service Manager**

If a dispute/grievance occurs between a trader and the Markets Service Manager, the trader may request an internal interview with the Service Manager Facilities Management at which the Markets Service Manager will be present.

c) **Traders Association**

The Licensor positively seeks collective representation from the traders by way of a Traders Association, which is essential to aid the smooth running of the market and for maintaining regular contact.

The following services are available to the Association, if required:-

1. Meeting Room (Markets Service Office)
2. Typing subject to availability
3. Photocopying
4. Laminating
5. Receiving and Sending Faxes

LICENCE AGREEMENT

The Licensor Bristol City Council

The Licensee(s) *****

Address *****

Telephone Number *****

Stall Number *****

Licence Fee *****

Please note that this charge may be altered upon giving the Licensee at least one calendar month's written notice of intent. All fees due are to be paid via Direct Debit or other agreed automated payment system.

Commencement Date The Licence will commence on ***** and will continue on a weekly basis.

Termination Date The Licence may be determined at any time by either party giving the other one week's notice in writing to expire on the last day of trading.

Agreed Trading Period Monday to Saturday inclusive.

Goods Licensed The Licence is granted solely for the wholesale/retail sale of:-

TERMS AND CONDITIONS OF THE LICENCE

The Licensor is prepared to grant ***** a Licence upon the following terms and conditions to sell the items as listed in 'Goods Licensed' from Stall No. ***** Exchange Hall, St Nicholas Markets from the commencement date throughout the duration of the Licence period. The Licence granted is only valid during the trading hours as defined in Clause 10 and so long as the Licence is not in contravention of the terms or conditions within the Licence agreement.

NB The Licence hereby offered will come into effect only upon receipt by a Markets Officer of written acceptance of the offer accompanied by a remittance being the first payment of the Licence fees under this Licence.

LICENCE

General Terms and Conditions of the Licence

1. Definitions

For the purpose of these regulations any reference to a stall shall include a stall, trading pitch and display area as defined below:-

'Stall' means a principal trading area.

'Trading pitch' means an area adjacent to stall and used for trading.

'Display area' means an area near a stall used purely to display goods.

2. Goods Licensed

The Licensee(s) is not permitted to make a material change in the class of goods for which Licence is granted accept with the written permission of the Licensor, whose consent may be withheld. Goods Licensed must be displayed continuously (except seasonal goods as agreed in writing with Markets Officer. The Licensee(s) must ensure that the stall is kept adequately stocked with goods attractively displayed each day.

3. Special Licences

The Licensee(s) must obtain and hold any special Licences or permissions for the preparation, storage or sale of any controlled products, such as certain foods, alcohol, chemicals etc. The holding of a Special Licence does not automatically permit the sale of controlled products accept as permitted by the Market Licence.

4. Fair Trading

The Licensee(s) must observe all acts of Parliament and Byelaws and other regulations relating to the sale of goods and trading and also to the Bristol City Council's Markets Shoppers Rights, a copy of which is included within this document.

5. Right of Entry

A Markets Officer or any other duly authorised officer of the Licensor may enter the stall at any time and for any reason but in particular to examine the condition of the stall, the goods being sold and the state of cleanliness. Notice of entry is usually, but not always, given to the Licensee(s) prior to entry of the stall.

6. **Payment**

The Licence fee shall be paid weekly/monthly in advance by direct debit or other agreed automated method of payment into the Markets Service account on the Thursday of each week/month.

7. **Stall Location**

The Licensor, in its absolute discretion, may at any time (and from time to time) change the stall from which the Licensee(s) is entitled to trade from to another stall of comparable size within the same part of the market (i.e. Glass Arcade, Exchange Hall or Covered Market) but shall give the Licensee(s) twenty eight days (or shorter period as may be reasonable) written notice of such change and thereafter the terms of this Licence shall take effect in relation to other stalls as if it had been the stall originally designated for which the Licence was granted.

8. **Maintenance and Alteration to Stalls**

The structure of the stall shall at all times remain the property of the Licensor, however, the Licensee(s) will be expected to maintain the stall in good condition. No alteration or additions whatsoever, including installation of telephones or alterations of electricity supply, may be made to the structure of the stall accept with the written permission of a Markets Officer.

NB: The Licensee(s) may be required to reinstate at their own expense any alterations made without written permission.

9. **Stall Occupation**

All Licensees who are licensed to trade shall be in control of their stall by being on their stall on a personal and continued basis during trading hours for at least four whole days each week. On the day(s) when the Licensee(s) is not present the Licensee(s) must ensure the stall is attended by a competent employee.

Special arrangements may be made with the prior written consent of a Markets Officer

10. **Trading Hours**

(a) The Exchange Market is open Monday to Saturday 9.30am to 5.00pm. The Licensee(s) must trade these hours for the days they are licensed.

(b) The Covered Market and Glass Arcade area etc. are open Monday to Saturday 9.30am to 5.00pm. The Licensee(s) must trade these hours for the days they are licensed.

Special arrangements may be made with the prior written consent of a Markets Officer

(c) The above trading hours may be varied at any time or on any day or days, the Licensor decides at its sole discretion, this will specifically include bank holidays, emergencies, and pre-Christmas period. This will not entitle the Licensee(s) to any reduction in the Licence fee payable.

11. **Vacating the Markets**

The Licensee(s) shall close their stalls at night immediately after the time prescribed by the Licensor. The Licensee(s) wishing to remain in the market for stocktaking, repairs or maintenance may apply to a Markets Officer for permission, which will usually be granted subject to the availability of staff. However, the Licensee(s) may have to pay in advance for any staffing costs incurred by the Licensor in respect of extra attendance duties.

12. **Insurance**

- (a) All goods placed in the stall are the owner's responsibility and no liability will attach to the Council for any loss or damage to any of the Licensee's property, goods, fittings or the person or property of anyone using the stall, however caused.
- (b) Licensee(s) must:-
- i) At all times hold a valid public and product liability insurance policy for claims up to five million pounds (£5,000,000) and to produce the policy of insurance and the receipt for the current premium to a Markets Officer upon request.
 - ii) At all times hold insurance for employers liability as required by law.

The Licensor suggests that you also obtain:-

- i) Personal accident insurance.
- ii) Fire insurance for your stock.

13. **Prevention of Obstruction, Nuisance and Damage**

(a) **Stacking and Storing of Goods**

Goods and receptacles may not be stored on the roof or affixed or hung from the fascia or placed in front or above any stall, accept with the written permission of a Markets Officer

Any person placing goods or receptacles either in a dangerous position, or above the agreed display height in the Exchange Market, or without written consent of a Markets Officer will be requested to remove them immediately and if this is not done a Markets Officer may remove and dispose of the items in any manner considered convenient. In such circumstances no compensation will be paid nor any responsibility accepted for such items.

(b) **Abandoned Goods**

Any goods, fittings, property left in stalls, after the expiry of due notice, given in writing by either side, will be treated as abandoned and will be disposed of in any manner convenient to the Licensor. No compensation will be paid nor any responsibility accepted by the Licensor for such goods. The Licensee(s) shall reimburse the Licensor for any expenses incurred.

(c) **Obstruction by Vehicles**

Vehicles, goods and receptacles for goods other than those used as part of the stall are only permitted in the market place for the purpose of loading and unloading and must not be situated in the market or the approaches to the market for any longer than is reasonably necessary to complete this task.

(d) **Heating, Cooking and Lighting**

Heating, cooking and lighting apparatus provided by the Licensee(s) may only be used with the written permission of a Markets Officer.

14. **Hygiene**

(a) **Foodstuffs**

The Licensee(s) selling foodstuffs must take every precaution to avoid food contamination (including proper treatment for repression of vermin and prohibition of smoking on the stall). The Licensee(s) and their staff shall comply with:-

- i) Food Safety Act 1990;
- ii) Food Premises Registration Regulation Act 1991;
- iii) Food and Environmental Protection Act 1985;
- iv) Food hygiene (Market Stalls and Delivery Vehicles 1966) as amended by the Food Hygiene Amendment Regulation Acts 1990 and 1991, and any other relevant Acts of Parliament and regulations relating to food. All persons handling food must possess and publicly display (on the stall) a 'basic food hygiene' certificate. (A copy of this certificate must be sent to the Director of Health and Environmental Services).

(b) **Collection and Disposal of Refuse**

The Licensee(s) is responsible for keeping their whole stall area clean and tidy throughout the day to the satisfaction of a Markets Officer. All refuse and personal litter from the stall area must be deposited in the nearest approved container and disposed of in accordance with the regulations contained within the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Act 1991. (Details of these arrangements will be supplied to each Licence holder). An extra charge may be levied where the amount of refuse is considered to be above the average of that generated in the market or where there is neglect.

15. **Conduct of Licensees and their Employees**

The Licensee(s) and/or their employees shall not:-

- (a) Attract persons by hand selling, pitching or by elevating himself/herself above the level of the market;
- (b) Call, shout, use any noise making instrument;
- (c) Use any radio, record player, cassette tape or compact disc or otherwise produce or reproduce music except with the permission of and at the sole discretion of a Markets Officer
- (d) Hawk any goods in the market;
- (e) Wilfully obstruct, disturb, cause an affray, interrupt or annoy any person in the proper use of the market.

16. **Stall Signs**

The Licensee(s) must exhibit their business name on a board or fascia space in a style of lettering, colour and size prescribed by the Licensor.

NB: The Licensor will provide the name boards the cost of which will be paid by the Licensee(s).

17. **Changes of Name and Address**

The Licensee(s) must immediately inform a Markets Officer in writing of any change in their name(s) or address(es) or business status as shown in the Licence.

18. **Sickness**

There is no requirement for a sickness certificate to be produced but Licensees must inform the Markets Service Office as early as possible in the morning, if their stall is to be closed, so that a Markets Officer may keep a check on its security and display the relevant notices on the stall informing members of the public of its likely reopening. In cases of long term sickness or pregnancy, a Markets Officer must be informed, as a medical certificate may be required and appropriate arrangements regarding the operation can be agreed.

19. **Holidays**

Six day Licensees may close their stalls for a maximum of four weeks each year for holidays. Holidays must be taken as whole weeks wherever possible and not as regular single days. Licensees must make every endeavour not to close their stalls to the general public at peak trading times of the year.

A holiday notice, obtainable from the Markets Service Office must be prominently displayed whilst a stall is closed for holidays giving the date it will be open again.

20. **Pets and Animals**

The Licensee(s) must not bring any dog or other small animal into the market or a stall.

21. **Employees**

The Licensee(s) is responsible for health, welfare and safety of their employees and others under the Health and Safety at Work Acts.

22. **First Aid**

Every Licensee is responsible for the provision of First Aid equipment, it is required by the Health and Safety (First Aid) Regulations.

23. **Assignment**

The sub-licensing or parting with the occupation of stalls, or any part thereof is prohibited, subject to the exceptions listed in 27 below.

24. **Enforcement of Market Licence Conditions**

The Licensee(s) will comply with the Market Licence Conditions and enforcement of these will be in accordance with the attached schedule of the same title. A series of warnings will be given, please note, depending on the severity of the offence it may be necessary to miss stages.

25. **Emergencies and Evacuation Drills**

All Licensees are required to vacate the market upon sounding of the emergency alarm sirens and/or being told by Markets staff or Evacuation Wardens, unless they have been informed prior to the sirens going off that it is only an alarm test. The licensee(s) and their employees must immediately report to the mustering areas (details of these areas will be supplied to each Licensee), and not re-enter the market until informed by the Mustering Officer, Deputy or appointed person that it is safe to do so.

Please note non-compliance with this regulation will result in disciplinary proceedings.

26. Notices and Signs etc.

The Licensee(s) will not attach or exhibit either on the stall(s) or elsewhere in the Market, nor will the Licensee(s) permit others to attach or exhibit on any part of the stall(s) any writing, sign, placard, poster, signboard, public notice or advertisement except as shall be approved by a Markets Officer in writing. The Licensee(s) is not required to obtain such consent in respect of notices etc., displaying the nature and price of goods or services available from the stall.

27. Transfer of Goodwill

The transfer of goodwill is a privilege and not a right. Consequently, the permission for such an action will lie at the sole discretion of the Licensor and is only applicable upon completion of the relevant qualifying period. Goodwill is the extra value attaching to a business by virtue of the extra custom attracted by the owner of the business, its name and its established location.

- (a) A Licensee who has continuously traded for more than ten years, may elect to surrender their Licence and transfer any goodwill attached to their business to a suitable transferee subject to the approval of the Licensor. The Licensor will agree to grant the elected transferee a new Licence at full value subject to the outgoing Licensee(s) paying the Licensor 50% of the annual licence fee paid at the time of the licence transfer being agreed.
- (b) Where a Licensee has operated a stall continuously in the market for at least five years and is forced to discontinue trading on the grounds of ill health of his/herself or spouse, the Licensee may apply to the Licensor to surrender their Licence and transfer their business to a suitable transferee (approval of which will be at the sole discretion of the Licensor). In such circumstances the Licensee(s)' application must be supported by a letter from a qualified medical practitioner. The Licensor reserves the right to nominate a medical practitioner to carry out a further medical examination at the Licensee(s)' expense. If the application is accepted, the Licensor will also agree to grant the transferee a new Licence at market value subject to the outgoing Licensee paying the Licensor 50% of the annual licence fee paid at the time of the license transfer being agreed.
- (c) Should a Licensee(s), having operated within the market for at least five years continuously, (but not for the ten years qualifying time period), wish to transfer goodwill of their business, the Licensor may (at its sole discretion) permit him or her to do so. If the Licensor agrees to the transfer, they will also accept the surrender of the outgoing Licensee(s)' Licence and grant the transferee a new Licence of the stall, this will be subject to the outgoing Licensee(s) agreeing to pay the Licensor 50% of the annual license fee paid at the time of the licence transfer being agreed plus an additional 5% for each year less than the ten years qualifying period as referred to in the table below.

Years of continuous occupation	% of annual licence fee to be paid to the Licensor	Additional % of annual licence fee to be paid to the Licensor	Total of annual licence fee to be paid to the Licensor
5	50%	25%	75%
6	50%	20%	70%
7	50%	15%	65%
8	50%	10%	60%
9	50%	5%	55%

Note

It should be noted that in all instances involving the transfer of business goodwill, the following two conditions will apply:-

- i) The Licensor will be involved in the negotiations held between the outgoing Licensee(s) and the transferee for the business.
- ii) The Licensee(s) who has purchased the goodwill from an outgoing Licensee(s) shall not carry on any business other than that of the outgoing Licensee(s) unless they have the written consent of the Licensor (Markets Service Manager).

28. Family Involvement

The Licensee(s) may apply for any of the following family members to be added to the Licence Agreement, subject to a maximum of three Licensees on the Licence Agreement and the proposed partner(s) being interviewed by a Markets Officer to judge their ability and suitability in relation to the Market.

Wife/Husband/Mother/Father/Brother/Sister/Son/Daughter.

29. Licence to be personal to the Licensee(s)

It is hereby agreed that this Licence is personal to the Licensee(s) and the parties acknowledge that nothing in this Licence shall be construed as creating the relationship of Landlord and Tenant.

Date Signed.....

Signed on the behalf of License.....

Signed on the behalf of Licensor

ENFORCEMENT OF MARKET LICENCE CONDITIONS

The four stage procedures below will normally be followed. However, depending on the severity of the offence, it may be necessary to miss stages. The Licensee(s) will be informed in writing before each stage why they are being interviewed and they may be accompanied by a Trade Association representative or a colleague at all stages of the procedure. The Licensee(s) has the right of appeal against any action taken, grounds of appeal will be based on either the facts of the case and/or the level of disciplinary action taken. All appeals must be made in writing, within ten trading days of the management's warning letter, to the Service Manager Facilities Management.

Stage 1 - First Warning

Non-compliance with the Licence terms, conditions and regulations, will result in an interview of the Licensee(s) by a Markets Officer. If a satisfactory explanation is not forthcoming then a Markets Officer will give a Stage 1 warning which will be confirmed in writing within ten trading days.

Stage 2 - Second Warning

If a second offence, not necessarily connected with the first, is committed within six months, a further interview will be held between the Licensee(s) and a Markets Officer. If a satisfactory explanation is not forthcoming then a Markets Officer will give a Stage 2 warning which will be confirmed in writing within ten trading days.

Stage 3 - Final Warning

If a subsequent offence, not necessarily related to the previous one, is committed within twelve months a further interview will be held. This interview will be conducted by the Markets Service Manager with a Markets Officer. If a satisfactory explanation is not forthcoming then a Stage 3 warning will be given which will also state that a further offence may result in notice to quit, and confirmed in writing within ten trading days.

Stage 4 - Notice to Quit

If a further offence, not necessarily related to the previous one, is committed within twelve months, an interview will be conducted by the Service Manager Facilities Management, Markets Service Manager and a Markets Officer. If a satisfactory explanation is not forthcoming then notice to quit the market will be given and confirmed in writing within ten trading days.

Note

In a case of gross misconduct the Licensee(s) may be summarily dismissed on the appropriate notice.

A verbal warning must be given by a Markets Officer before implementing the above formal procedure. A written notice of the verbal warning will be kept on file as record of the warning having been given.

NB: Both a Stage 1 warning and a verbal warning will remain on a Trader's file for a period of six months. However, Stage 2 and Stage 3 warnings will remain on a Trader's file for one year.