

BROADMEAD MARKET – LICENCE

MADE BETWEEN :

(1) THE CITY COUNCIL OF BRISTOL of City Hall College Green Bristol BS1 3AE (“the Council”)

(2) ***** of ***** (“the Trader”)

The Council and the Trader HEREBY AGREE AS FOLLOWS :

1. The Term of this Licence is for a period of 3 years from the signed agreement date farther below SUBJECT TO the Termination Provisions set out in Clauses 26 and 27 below
2. “The Licence Fee” payable shall be nine thousand and thirty two pounds and twenty five pence (£9,032.25) per annum, less holiday entitlement & Bank Holidays.
3. The Licence Fee is subject to annual review by the Council at the start of each financial year.
4. The market hours are 9:00 am to 6:00pm Monday to Saturday and 11:00am to 5:00pm on Sundays (excluding Christmas Day) or such other hours as set down by the Council. If the Trader wishes to trade outside of the market hours the Trader must make a written request to the Council with a minimum of 28 days prior notice and the Council reserves the right to refuse the request or consent to the request and to charge the Trader for additional staff time associated with locking and unlocking the Pitch outside of the market hours.
5. The “Market Place” means the area where the market is situated in Merchant Street Broadmead Bristol.
6. “The Pitch” means the place or space in the Market Place where the Trader is allocated by the Council to trade.
7. “Stall” includes any stand, vehicle, trailer, roundabout or table used for the sale of goods or services and must meet the quality standards required by the Council and as may be varied by the Council from time to time.
8. The Trader is responsible for the upkeep and maintenance of the Stall.

9. "The Council" shall mean any officer of the Council but in particular officers of the Markets Team of the Council.
10. The Trader will be allowed on the Market Place and the Pitch from 6:30 am until 7:30 pm on market days to set up their pitch. Access is gained from The Horsefair. All towing vehicles must be removed from the Market Place by 8:00am when the bollards are put back in place by the Council's security services staff. Failure to comply may result in a fine being issued for the bollards to be released and this fine will be passed on to the Trader for payment. Traders will only be permitted to have towing vehicles back on site to pack up at 6:00pm (5:00pm on Sundays) when the market is closed and the bollards are removed. The bollards are put back into place at 8:00pm.
11. The Trader and their agents or employees are required to conduct themselves in an orderly manner and not to cause annoyance or inconvenience to the Council or other traders or other users of the market or adjoining areas or to members of the public.
12. The Trader will comply with all reasonable directions of the Council given for the benefit of the Market Place which do not conflict the provisions of this Licence.
13. The Trader shall not place goods beyond the boundaries of the Pitch either on the ground or hanging including A Boards.
14. The Trader is responsible for ensuring that the Pitch is free from trailing cables rubbish and other items which may constitute a health and safety hazard.
15. If the Trader uses electricity on the Pitch the Trader shall ensure there are no exposed cables and that the use of electricity does not cause a hazard to members of the public or other persons.
16. 16 amp power supplies are available on each pitch and the cost of the power is included in the pitch fee. The Trader can plug into the supply once it has been raised by the Council staff. The Trader must use a round 16amp connector which is suitable for outdoor use. The Trader will be required to produce relevant certification (i.e PAT) for any equipment plugged into the supplies whenever requested by the Council.
17. The Trader is required to have a public liability and product liability insurance policy in place for claims up to at least five million pounds (£5,000,000) and to produce to the Council the policy of insurance and the receipt for the current premium whenever requested by the Council.

18. The Licence Fee is to be paid on a monthly basis by way of an annual invoice by direct debit or other agreed automated method of payment.
19. The Council reserves the right to relocate the Trader to any location within Broadmead which is classified as adopted highway and this Licence is made in accordance with Section 115 E of the Highways Act 1980.
20. The Trader is not permitted to sub-let or assign this Licence.
21. In the event of severe weather the council has the sole discretion to declare a "Non-Market Day". When a "Non-Market day" is declared no Licence Fee will be charged for that day.
22. The Trader is only permitted to sell the goods listed in the Trader's application form. The Trader must seek the approval of the Markets Team of the Council before introducing new items for sale.
23. The Trader shall not store display or sell any item which is offensive to public taste and morals and the Council's decision in this respect will be final and binding.
24. The Trader shall keep a copy of this completed Licence available at the Stall at all times and produce it to the Council as and when requested.
25. No parking is permitted on the Site or in any service courtyards. All vehicles and stall must be removed at the end of market hours.
26. This Licence can be determined by either party giving not less than twenty eight (28) calendar days notice in writing to the other party.
27. If the Trader breaches any of the terms of this Licence the Council has the right to terminate the Licence by giving not less than fourteen (14) calendar days notice.

SIGNED : (for the Council)

SIGNED: (the Trader)

DATED :