



LICENCE AGREEMENT – Broadmead Market

The Licensor Bristol City Council

The Licensee(s) [Full name]
Address [Address]

Telephone Number [Number]
Email Address [Email address]
Stall Number
Annual Licence Fee XXXXXXXXXX (Paid by monthly installments).

The license fee must be paid monthly in advance and is strictly non-refundable and non-amendable. This charge may be altered upon giving the Licensee(s) at least one calendar month's written notice of intent. Please note Licence fees are reviewed annually by the Licensor, or any such period as determined by the Licensor. All fees due are to be paid via Direct Debit or other agreed payment system. It is hereby agreed that this License 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.

Commencement Date The Licence will commence on [DATE].

Licence Period This Licence will operate on an ongoing monthly basis subject to the termination provisions set out in Clauses 26 & 27 below.

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

Agreed Trading Period Monday to Sunday inclusive.

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

[INSERT APPROVED MENU ITEMS / PRODUCTS FOR SALE]

I hereby sign this license agreeing to all terms and conditions within.

Date Signed	XX
Licensee Name	XX
License Signature	XX
Licensor Name	XX
Licensor Signature	XX



TERMS AND CONDITIONS OF THE LICENCE

1. The Licence Fee is subject to annual review by the Council at the start of each financial year.
2. 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.
3. The "Market Place" means the area where the market is situated in Merchant Street Broadmead Bristol as shown edged red and numbered 1 to 8 on the attached plan.
4. "The Pitch" means the place or space in the Market Place where the Trader is allocated by the Council to trade.
5. "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.
6. The Trader is responsible for the upkeep and maintenance of the Stall.
7. "The Council" shall mean any officer of the Council but in particular officers of the markets team of the Council.
8. 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 fee being issued for the bollards to be released and this fee 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.
9. 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.
10. 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.



11. The Trader shall not place goods beyond the boundaries of the Pitch either on the ground or hanging including A Boards, unless having obtained prior written agreement via the Markets Team.
12. 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.
13. 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.
14. There is no waste provision at Broadmead. The Trader is required to remove all waste and recyclables at the end of each day.
15. There is no potable water source at Broadmead. There are drains to dispose of water. The Trader is responsible for bringing water to market and ensuring it is safe for consumption.
16. St Nicks Market is not responsible for security of the pitch, trader trailer or surrounding areas. We expect all traders to have familiarised themselves with the Broadmead trading area prior to signing a licence. The Trader is responsible for reporting any issues of anti-social behaviour to police. St Nicks Market cannot be held responsible for any anti-social behaviour or any impact this may have on trade.
17. There are no toilet facilities at Broadmead. The closest facilities are within the Galleries.
18. 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. The Trader must use a round 16-amp connector which is suitable for outdoor use. The Trader will be required to produce relevant certification (i.e. P.A.T.) for any equipment plugged into the supplies whenever requested by the Council.
19. 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.
20. The Licence Fee is to be paid upfront before trading commences and is strictly non-refundable and non-amendable.
21. The Trader is not permitted to sub-let or assign this Licence.
22. The Trader is only permitted to sell the goods listed in the Trader's application form and licence. 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. The Licence may be determined at any time by either party giving the other one calendar months' notice in writing to expire on the last day of trading.
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 one (1) calendar days notice.