



## Terms and conditions of the licence

The Licensor is prepared to grant [**licensee**] a Licence upon the following terms and conditions to sell the items as listed in 'Goods Licensed' from [Stall No], 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.

The Licence hereby offered will come into effect only upon receipt by a Markets Officer of a signed copy of this Licence by Licensee(s) and Licensor, a remittance being the first payment of the Licence fees under this Licence.

### Bristol City Council as licensor agree to provide:

The Licensor agrees to provide management of market facilities and particularly the items listed below:

#### **Market Stall**

Stalls and/or locations for stalls.

#### **Security**

Locking and securing the market buildings ongoing and provision of intruder alarm systems and CCTV

#### **Communal Lighting**

Communal lighting throughout the Markets.

#### **Repair & Maintenance**

Repair and maintenance of the Market buildings.

#### **Utilities & Facilities**

Toilets, wash basins, hot and cold-water supplies are provided for the use of the Licensee(s).

The Licensor reserves the right to charge for services (i.e. water) where applicable at their sole discretion. These charges will apply when it is deemed the Licensee(s) uses a larger amount of utilities provided (which are included within licence fee payments) than the average of other Licensees at St Nicholas Market.

Stalls within the Glass Arcade and Covered Market must organise and pay for their own electricity usage through their chosen supplier.

Exchange Hall stall electricity is generally included within licence fees with the exception of high usage businesses (i.e., food businesses) Where a submeter must be installed and energy usage charged directly.

#### **Cleansing**

To keep the common parts of the Market in a clean and tidy condition.

#### **Disputes and Grievances**

**Between Licensees** If a dispute occurs between Licensees, they may contact a Markets Officer who will investigate the matter. The Market officer's decision shall be final.

**Between Licensee(s) and Markets Staff** If a dispute/grievance occurs between a Licensee(s) and a staff member of the Licensor, they may contact the relevant line manager who will investigate and whose decision shall be final.

**Between Licensee(s) and the Markets Manager** If a dispute/grievance occurs between the Licensee(s) and the Markets Manager, the Licensee may submit a formal complaint through Bristol City Council's complaints team.

## General Terms and Conditions of the Licence

### 1 - Definitions

For the purpose of these terms and conditions any reference to a stall shall include a Stall area as defined below.

*'Stall' means a principal trading area within St Nicholas Market.*

**'Markets Manager'** The Markets Manager, or in his/her absence, The Deputy Markets Manager

**'Markets Officer'** An officer, being part of the Markets Team, with day-to-day responsibility for the running of the market.

### 2 - Goods Licensed

The Licensee(s) is not permitted to make a material change in the class of goods for which Licence is granted except with the written permission of the Licensor, whose consent may be withheld alongside current markets policy. 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 except as permitted by the Market Licence.

### 4 - Fair Trading

The Licensee(s) must observe all acts of Parliament and Byelaws and other regulations or charges relating to the sale of goods.

### 5 - Right of Entry

The Markets Manager, Markets Officer or any other duly authorised officer of the Licensor may enter the stall at any time and for any reason.

### 6 - Payment

The Licence fee shall be paid on a pro rata basis across each financial year. By direct debit or any other agreed method of payment to the Licensor. Any arrears of Licence fees will follow the enforcement of market licence conditions process and also the Licensor's debt recovery process.

### 7 - Stall Location & Licence Pause

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 within St Nicholas Market, but shall give the Licensee(s) one calendar months' notice (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. The Licensor will use best endeavours to locate the Licensee(s) to stall of comparable size.

In the event that the Licensor needs to carry out any works or upgrades to the market, it may be necessary that the Licensee(s) will be required to vacate the stall, during the time of vacation the licence and associated fees will be paused to recommence at completion of works.

### **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 may be made to the structure of the stall without the written permission of a Markets Officer. The Licensee(s) may be required to reinstate at their own expense any alterations made without written permission. The Licensee(s) will also be required to keep any agreed alterations in good repair.

### **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.

### **10 - Trading Hours**

St Nicholas Market is open Monday to Saturday 9.30am to 5.00pm. The Licensee(s) must trade these hours and for the days that they are licensed. 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 the pre-Christmas period. This will not entitle the Licensee(s) to any reduction in the Licence fee payable. The Licensor reserves the right to apply an additional charge for extended opening hours including but not limited to; evening events, Sundays and Bank Holidays.

### **11 - Vacating the Markets**

The Licensee(s) shall close their stalls at night immediately at the time prescribed by the Licensor.

### **12- Insurance**

All goods placed in the stall and/or the Market environs 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.

#### **Licensee(s) must:-**

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.

At all times hold insurance for any other requirements stated by law e.g., Employers Liability & Products Liability Insurance. In addition to legally required insurance, the Licensee should consider insurance such as Personal accident insurance, Fire insurance for your stock and business continuity insurance.

### **13 - Prevention of Obstruction, Nuisance and Damage**

#### **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, except with the written permission of a Markets Manager.

Any person placing goods or receptacles either in a dangerous position, or above the agreed display height in St Nicholas Market, or without written consent of a manager, 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.

#### **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.

#### **Obstruction by Vehicles**

Vehicles, goods and receptacles for goods other than those used as part of the stall are only permitted in the marketplace 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 5 minutes.

#### **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 Manager. Any installation must accord with any Health and Safety or planning permission requirements.

### **14 – Hygiene**

#### **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 all the relevant legislations and regulations relating to their business, including but not limited to:-

- 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).

#### **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 and any other relevant legislation or regulation. An extra charge will 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**

Any permission to use a stall or trading space at the market, is personal to the individual licensee(s) and is not to be assigned, transferred, or sublet in part or in whole, and any Licensee(s) found to do so will be deemed to have terminated their License agreement.

All market Licensees and/or their staff are required to conduct themselves in a manner that will not cause annoyance or inconvenience to other users of the market. They should act in a responsible

manner and not cause any act of neglect, wilful damage, or disturbance to the market.

All market Licensees and/or their staff attending the market are expected to observe all relevant rules, regulations, by-laws, and legislation, and comply with any reasonable request from any member of the Markets Team.

In any dispute between Licensee(s) and consumer, If, in the opinion of the Licensor, the consumer has a justifiable complaint, the Licensee(s) will be requested, without any liability on the part of the Licensor, to rectify the matter as recommended. If not rectified, the consumer will be advised to take the matter to the local Consumer Advice Agency. The Licensee will be expected to comply with the written opinion of the Agency.

Licensees should be aware that whilst they may feel a need to express their thoughts and frustrations about the market, they should be careful to avoid public statements or comments that may be defamatory to fellow Licensees or otherwise damaging to the reputation of the market. Any bullying, harassment, victimisation or threats towards fellow Licensees or Markets Team members either face to face or via other means such as social networking sites, will be classed as gross misconduct.

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

- Attract persons by hand selling, pitching or by elevating themselves or their products above the level of the market or neighbouring Licensees;
- Call, shout, use any noise making instrument;
- Use any amplification device or otherwise produce or reproduce music except with the written permission of a Markets Officer, with a suitable amplified music licence having been obtained by the licensee.
- Hawk any goods in the market.
- Wilfully obstruct, disturb, cause an affray, show aggression verbally or physically, 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. A waymarking and stall numbering system can be installed on any surface or area within the market by the Licensor.

### **17 - Changes of Name, Address or Details**

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

### **18 - Sickness**

Licensees must inform the Markets Service Office as early as possible in the morning of their absence, if their stall is to be closed, so that a Markets Officer may display the relevant notices on the stall informing members of the public of its likely reopening. In cases of long-term sickness over two weeks or pregnancy absence, a Markets Officer must be informed, as a medical certificate may be required, and appropriate trading arrangements agreed with the Markets Manager.

### **19 - Holidays**

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 public, especially at peak trading times of the year.

A holiday notice 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 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 and any other relevant legislation.

## **22 - First Aid**

Every Licensee is responsible for the provision of First Aid equipment, as 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 (page 9). 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, 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.

## **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 Licence**

The transfer of licence 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.

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 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.



A transfer of goodwill will not be entertained if the old or new licensee already holds a secondary place of business within Bristol.

Once a transfer of goodwill request has been submitted, one calendar month will be given to propose a suitable replacement licensee. During this period, the Licensee must continue to open as per agreed licensed market trading hours. After one calendar month has elapsed no further transfer of goodwill requests will be considered for the period of 12 calendar months.

The Licensee(s) may apply to be replaced by one of the following family members. Following 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.

#### **28 - 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.

SAMPLE



## ENFORCEMENT OF MARKET LICENCE CONDITIONS

The three 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) may be accompanied or advised by a Trade Association representative or a colleague at any stage of the procedure. Licensee(s) can 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 issue of a warning or notice to quit letter.

### Stage 1 - First Warning

Non-compliance with the Licence terms, conditions and regulations, will result in correspondence with the Licensee(s) by a Markets Officer. If a satisfactory explanation is not forthcoming then a Markets Officer will issue 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 two years, further correspondence will be held between the Licensee(s) and a Markets Officer. If a satisfactory explanation is not forthcoming, then a Markets Officer will issue a Stage 2 warning which will be confirmed in writing within ten trading days.

### Stage 3 – Notice to Quit

If a subsequent offence, not necessarily related to the previous one, is committed an interview will be held. This interview will be conducted by the Markets Manager with a Markets Officer present. If a satisfactory explanation is not forthcoming, then a Stage 3 notice to quit will be issued 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.

Any stage of warning will remain on a Licensee's file and in effect for a period of 2 years. For any Licensee(s) issued notice to quit, they will not be considered for any future market license applications.