

DATED:

MAY 2019

MARKET LICENCE AND SERVICE LEVEL AGREEMENT

Between

KNUTSFORD TOWN COUNCIL

and

THE MAKERS MARKET LTD



Market Licence and Service Level Agreement

Between:

(1) Knutsford Town Council of Council Offices, Toft Road, Knutsford WA16 6TA

(2) The Makers Market Ltd of Wood Cottage Walker Lane Sutton Macclesfield Cheshire
SK11 0HU Registered Number: 10162215

Collectively referred to as the Parties.

Objective of the Agreement

The purpose of this Service Level Agreement is to regulate the existing informal arrangement between the parties for the operation of the Knutsford Makers Market (the Market). This agreement sets out the level of service that will be provided by the Market Operator to the Council in the operation of the monthly Makers Market. It also provides a mechanism for resolving any problems relating to the delivery of the Market.

1. Definitions

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Commencement Date: the date upon which this agreement is signed.

Council: Knutsford Town Council of Council Offices, Toft Road, Knutsford WA16 6TA

Council's Marks: the trademarks owned by the Council to be used for promotion, advertising and marketing of the Market, as set out in Appendix 3, together with any associated artwork, design, slogan, text and other collateral marketing signs of the Parties that are to be used in connection with the Market.

Emergency Plan: a plan to get people away from immediate danger, summon and assist emergency services, handle casualties, deal with those who have been displaced but not injured, liaise with the emergency services and other authorities and, where the situation is serious, hand over responsibility for the incident/emergency, protect property. The plan should be produced in accordance with current HSE Guidance and involve the emergency services in its development.

Force Majeure Event: any event affecting the performance of any provision of this agreement arising from or attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic

or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

Insurance: The Market Operator must have adequate insurances in place (including £5m public liability insurance) and ensure that all Traders attending the Market have their own adequate insurances in place including a minimum of £1m public liability insurance for any one claim.

Licence: The Market Licence granted by the Council to the Market Operator ONLY for the Knutsford Makers Market in accordance with the terms of this Agreement which is not transferable.

Location: Princess Street, Silk Mill Street and Regent Street

Market: Knutsford Makers Market which takes place at the Location.

Market Operator: The Makers Market Ltd of Wood Cottage Walker Lane Sutton Macclesfield Cheshire SK11 0HU

Market Plan: The plan detailing the locations of the stalls in the Location which must be adhered to on set up, a copy of which is provided at Appendix 1 to this Agreement.

Market Rights: The Market Rights for Knutsford as established under the Food Act 1984 by Cheshire East Council. The Market Rights were transferred to Knutsford Town Council in 2014.

Operators Marks: the trademarks owned by the Parties to be used for promotion, advertising and marketing of the Market, as set out in Appendix 4, together with any associated artwork, design, slogan, text and other collateral marketing signs of the Parties that are to be used in connection with the Market.

Profit: The sum retained by the Market Operator from each Market less any costs associated with the running of the individual Market occurrence for which payment is due under clause 7 of this Agreement.

Risk Assessment: An assessment of what hazards might cause harm to people during the Market and a plan of what you are doing to prevent that harm along with the identification of and putting in place, appropriate and sensible control measures to reduce the likelihood of a hazardous event occurring. The assessment should be in accordance with current HSE Guidance.

Set Up: The physical set up of the market to include but not limited to the erection of gazebos, placement of tables and ancillary equipment.

Town: The Parish of Knutsford in Cheshire

Traders: individuals or companies attending the Market to sell goods to the general public.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Appendices form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Appendices.

2. Market Licence

- 2.1 In consideration of and on the terms detailed within this agreement the Council as Market Rights holder for the Town agrees to provide a Market's License ('the Licence') to the Market Operator for the provision of a monthly artisan market to take place on the first Sunday of each month from February to November in each calendar year except for as provided in Clause 3.8 of this Agreement. The Licence is provided on the conditions detailed in clause 3 of this Agreement.
- 2.2 The Market shall take place from 11am to 4pm on each occasion.
- 2.3 The Market shall take place on Princess Street, Silk Mill Street and Regent Street within the Town.
- 2.4 The Market will not take place on Easter Sunday.

3. Licence Conditions

- 3.1 There shall be a maximum of 150 stalls operational at each Market. The stalls selected for the Market should contain limited duplication and complement not compete with the existing retail offering within the Town.
- 3.2 The layout of those stalls shall be in accordance with the Market Plan ('the Plan') a copy of which is provided at Appendix 1 to this agreement. There will be no changes to the Plan without the agreement of both parties, such agreement not to be unreasonably withheld. The Plan should be made available on the Market Operator's website (<http://www.themakersmarket.co.uk>) in advance of each Market.
- 3.3 The Market Set Up shall take place from 6am on Princess Street and from 7am on Regent Street and Silk Mill Street on each occasion. Any Set Up carried out between 6am and 7am shall be done on a quiet basis and the Market Operator shall ensure this is made clear to all staff on site.
- 3.4 The Market Operator must ensure that during Set Up, Operation and clearance of the Market that dropped kerbs, access to commercial and residential premises and any emergency exits are not blocked and that passing and crossing points are available to the general public.
- 3.5 The Market shall be cleared, and all equipment, stallholder items and rubbish removed on or before 6pm on each occasion.
- 3.6 The Market Operator must specify a Market Manager for each occurrence of the Market and provide their contact details to the Council by at least noon on the Friday prior to the operation of each Market. This individual shall have first aid training. The Market Manager should be easily identifiable and their name and

contact details must also be displayed at either end of Princess Street and on Silk Mill Street.

- 3.7 The Market Operator must comply with the terms of the Emergency Plan provided at Appendix 2 to this agreement in full to ensure the provision of emergency access to existing premises within the Location of the Market on days of operation.
- 3.8 The provision of any live or recorded music shall not take place until after 12 noon to avoid disruption to church services taking place in the vicinity of the Market.

4. Term

- 4.1 The Term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until terminated as provided for within this Agreement, subject to an annual review on the anniversary of the Commencement date in each year.
- 4.2 Any variation to the Agreement following the review referred to in clause 4.1 must be agreed by both Parties. Should any disagreements arise as a result of the review and any proposed variations, they shall be dealt with by the process detailed in Clause 8 of this Agreement.
- 4.3 In the event that either Party wishes to terminate this Agreement that Party will be required to provide 90 days written notice to the other Party.

5. Market Operator Responsibilities

The Market Operator must;

- 5.1 have adequate insurances in place (including £5m public liability insurance) and ensure that all traders have their own adequate insurances in place including a minimum of £1m public liability insurance for any one claim.
- 5.2 ensure that trading standards guidelines, health and safety requirements and any other relevant legislation is adhered to by staff and Traders.
- 5.3 have necessary consents and licences, included but not limited to Temporary Event Notices or a Premises Licence for the sale or supply of alcohol and the provision of Live Music.
- 5.4 review risk assessments on at least a quarterly basis and provide a copy of each assessment to the Council.
- 5.5 control and monitor Trader parking to maximise the availability of parking for visitors and residents and to put in place signage to discourage parking illegally on the Highway or private land in the vicinity of the Market.
- 5.6 use the Council's Marks only for the purposes detailed in this agreement and to delete any copies held on any computers or electronic devices at the end of the Term or upon termination of this Agreement.
- 5.7 develop and implement a protocol for the management and removal of vehicles left in place during the Market closure period and provide a copy to the Council.
- 5.8 implement clear and regular signage to encourage visitors walk round the Market in a clockwise direction for their safety and comfort.

- 5.9 take steps to increase parking availability for the Market by the use of a 'Park and Walk' facility from Knutsford Football Club or other available locations for each Market and the operation of a 'Park and Ride' Scheme using Booths Hall or an alternative suitable location for the Market taking place on the first Sunday in May in each year of this Agreement.
- 5.10 ensure that all marketing and promotion of the event is factually accurate and reflects the maximum number of stalls conditioned in clause 3.1.

6. Council Responsibilities

- 6.1 The Council agrees to apply and pay for the appropriate Road Closure Order to apply from 6am to 6pm in the Location, for each occurrence of the Market and to provide a copy of any order received from Cheshire East Council to the Market Operator on request.
- 6.2 To keep confidential any sensitive commercial information provided by the Market Operator during the term of or as a result of this Agreement.
- 6.3 To use the Operator's Marks only for the purposes detailed in this agreement and to delete any copies held on any computers or electronic devices at the end of the Term or upon termination of this Agreement.

7. Payment

- 7.1 The Market Operator shall pay to the Council a sum equal to 25% of the Profits from each Market within 14 days of the Market taking place.
- 7.2 The Market Operator shall provide to the Council upon request documentation to support the veracity of the sum paid.

8. Disagreements

- 8.1 In the event of a disagreement under Clause 4 of this Agreement or otherwise, the procedure set out in the Clause shall apply.
- 8.2 The Parties should firstly try and resolve any issue informally in accordance with the terms of this Agreement. If this is not possible or a period of 30 days has passed without such resolution, then a notice of a disagreement shall be provided in writing to the Town Clerk the case of the Council or Victoria Crane in the case of the Market Operator.
- 8.3 The Town Clerk shall arrange a meeting involving a Director of the Market Operator, The Chairman of the Events Committee and the Town Clerk or their appointed representatives. Should the disagreement not be resolved at this meeting, the issue shall be referred to the Events Committee whose decision upon the issue will be final.
- 8.4 In the event that either Party breaches a material provision under this Agreement, the non-defaulting party may terminate this agreement on the provision of seven days' notice and require the defaulting Party to indemnify the non-defaulting Party

against all reasonable losses as a result of the breach including legal fees incurred as a result.

9. Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

10. Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

12. Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

13. Notices

13.1 All notices and other communications under this Agreement shall be in writing and shall be given by personal delivery, first class mail or electronic mail addressed as follows:

13.2 In respect of the Council to the Town Clerk

Email: townclerk@knutsfordtowncouncil.gov.uk

Address: Knutsford Town Council, Council Offices, Toft Road, Knutsford WA16 6TA

13.3 In respect of the Market Operator to Victoria Crane

Email: vicky@themarkersmarket.co.uk

Address: The Makers Market Ltd, Wood Cottage, Walker Lane, Sutton, Macclesfield Cheshire SK11 0HU

This Agreement has been entered into on the date stated at the beginning of it.

Signed by the Town Clerk
for and on behalf of Knutsford Town
Council

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Signed by Victoria Crane
for and on behalf of The Makers
Market Ltd

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Director

Appendix 1 – Market Plan

Appendix 2 – Emergency Plan

Appendix 3 – Council’s Marks



Appendix 4 – Market Operator’s Marks

