

Knutsford Town Council

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Casual Market Trader Standard Licence Conditions

Except where explicitly stated on the licence agreement, all casual market licences are granted on the following terms and conditions. The Licensor may vary these conditions, and revised conditions shall take effect upon service to the Licensee(s).

General Terms and Conditions

1.1 Definitions

<i>The Market</i>	means Knutsford Market Hall, Silk Mill Street, Knutsford, WA16 6DF
<i>Stall</i>	means a trading space within the market, the precise location which may be varied by the Licensor
<i>Markets Officer</i>	means the Town Centre Manager, Town Clerk or other duly authorised officer of the Town Council

1.2 Goods Licensed

The Licence permits the Licensee to trade only the goods specified in the licence. The Licensee is not permitted to make a material change to the class of the goods for which the Licence is granted except with the written permission of the Licensor, whose consent may be withheld.

The Licensee(s) must ensure that the stall is kept adequately stocked with goods attractively displayed each day.

1.3 Right of Entry

Any duly authorised representative of the Licensor may enter the stall at any time and for any reason.

1.4 Special Discounts

Licensees must not offer any special discount to the members, employees, officers or agents of the Licensor, which is not available to the general public.

1.5 Payment of Licence Fees



Licence fees must be paid in advance of trading by BACs or Standing Order. No cash payments are accepted.

The licence will specify the frequency with which payments are to be made and the Licensee is not authorised to trade without the appropriate fee having been paid.

The fees due for a trading day shall be paid regardless of whether the Licensee(s) attends to trade.

1.6 Stall Occupation

At all times, the Licensee must ensure that any person left in sole charge of the stall is over the age of 18.

Any employee or other representative occupying or working from the stall on behalf of the Licensee(s) shall be required to adhere to the conditions of this Licence and any act by them which constitutes a breach of the Licence may be regarded as a breach by the Licensee.

1.7 Trading Hours

The Licensee(s) must trade the full trading hours of the market in full, which unless otherwise specified are from 9:00am to 4:00pm.

Licenses may open up to one hour before the start time, but must not trade beyond the end time without written consent of the Market Officer.

1.8 Vacating the Market

The Licensee(s) shall close their stalls immediately at the time prescribed by the Licensor. All goods, chattels and waste must be removed from the stall and any items left may be disposed of by the Licensor as they see fit.

1.9 Access to Premises

The Licensee(s) is only entitled to access to the Market for the purpose of trading from one hour before the start of trading and must vacate by 5pm.

The Licensee(s) has no right of access to the Market at any other time.

The Licensee(s) is not entitled to keys to the Market and shall not obtain or seek to obtain keys from any other person.

1.10 Insurance

The Licensee(s) must hold valid Public Liability Insurance for claims up to £5,000,000.

1.11 Assignment and Transfer

Licences are in the personal name of the Licensee(s) and are not transferable.

The sub-licensing, sharing or parting with the occupation of stalls, or any part thereof, is prohibited.



2 Maintenance and Alteration to Stalls

- 2.1 The structure of the stall shall at all times remain the property of the Licensor, however, the Licensee(s) shall maintain the stall in good condition.
- 2.2 No alteration or additions whatsoever may be made to the structure of the stall.

3 Services

- 3.1 Licensees must not interfere, adapt or alter any services within their stall or the market.
- 3.2 Licensees must not use any power supply without the agreement of the Markets Officer.
- 3.3 Any equipment used within the Market must be suitable, safe and in good repair. All portable electrical equipment must be subject to portable appliance testing.

4 Displays and Storage

- 4.1 No signage, fixings or other display items are permitted outside the designated stall area.
- 4.2 No posters, signs or similar items are permitted to be placed outside a stall.
- 4.3 The Licensee(s) must follow instruction to remove any part of a display which, in the opinion of the Markets Officer, is likely to cause offence to the public or breach statutory requirements.
- 4.4 No part of a display may be placed outside the boundary of the stall without the express permission of the Markets Officer.
- 4.5 No goods or other items may be stored within any shared areas or service rooms.

5 Adherence to Prescribed Codes

- 5.1 Licensees must adhere to the Market Trader Code of Conduct
- 5.2 The Licensor may also issue appropriate codes and guidelines which a Licensee must adhere to.
- 5.3 Licensees must adhere to any reasonable instruction given by the Markets Officer.



6 Responsibilities of the Licensee

- 6.1 The Licensee(s) shall be responsible for adhering to all acts of Parliament and Byelaws or other regulations or charges relating to the sale of goods and conducting of their business.
- 6.2 Where the Licensee(s) is operating a business selling foodstuffs they must take every precaution to avoid food contamination (including the proper treatment for repression of vermin). The Licensee(s) and their staff shall comply with all the relevant legislation and regulations relating to their business, including but not limited to:
- a. Food Safety Act 1990
 - b. Food Premises Registration Regulation Act 1991
 - c. Food and Environmental Protection Act 1985
 - d. Food Safety (General Food Hygiene) Regulations 1995
 - e. Food Safety (Temperature Control) Regulations 1995

The business must also be registered with Cheshire East Council and maintain a minimum of a 4-star food hygiene rating.

- 6.3 No activity should take places which would require extraction to prevent nuisance to other users of the market.
- 6.4 The Licensee(s) shall follow all reasonable instructions in respect of premises licence requirements.
- 6.5 The Licensee(s) shall follow all relevant health and safety and fire safety guidelines and demonstrate safe working practices.
- 6.6 The Licensee(s) is responsible for the health, welfare and safety of their employees and others under the Health and Safety at Work Acts and other relevant legislation.
- 6.7 Every Licensee is responsible for the provision of First Aid equipment, as required by the Health and Safety (First Aid) Regulations.
- 6.8 The Licensee(s) is responsible for keeping their whole stall area clean, tidy and free of litter throughout the day to the satisfaction of the Markets Officer. All refuse must be disposed of using the bins in the market bin compound. Waste must be sorted and placed in the correct bin. Boxes (etc) must be flattened.
- 6.9 The Licensee(s) must immediately inform the Markets Officer in writing of any change in their name(s) or address(es), business status or any other details shown in the Licence.

7 Early Termination

- 7.1 The Licensor may terminate a licence for any reason with no notice.



- 7.2 The Licensee may terminate a licence giving three working days' written notice.
- 7.3 In the event the Licensee(s) does not hold the required public liability insurance, any other licence or certification required to trade or fails to abide by relevant legislation they shall automatically forfeit their licence.

