



## LEIGHTON BUZZARD MARKET LICENSE

**THIS LICENSE** is granted on the            day of            20            by **LEIGHTON LINSLADE TOWN COUNCIL** of the White House, Hockliffe Street, Leighton Buzzard (“the Council”) (1) to the licensee described in the First Schedule attached hereto (“the Trader”) (2)

### WHEREAS

- (1) The Council are the owners of the markets held in Leighton Buzzard Town Centre (“the Markets”) and as owners are vested with the rights and duties of holding regulating and controlling any markets on the land in the Town Centre and more specifically on days when a Market is not being held at the Market Place, the Council uses the land for such other uses as appropriate for the time being;
- (2) The Trader has requested the Council to grant him/her a license to use a stall for trading in the articles mentioned below on the Market Place.
- (3) This License supercedes all previous agreements between the parties.

### IT IS AGREED AS FOLLOWS:

The Council hereby grants to the Trader the right to use on the Market days described in the First Schedule hereto for the sale of goods and articles mentioned therein the stall/pitch on the Market Place known as the stall/pitch number described in the First Schedule attached hereto or such other stall/pitch of equivalent size and position as the Council may from time to time in its absolute discretion determine and the right to use of the stall/pitch shall continue from week to week commencing on a date specified in the First Schedule hereto unless determined by four weeks notice in writing by either party such notice to expire at any time.

#### 2. Conditions

The conditions on which the above right is granted are as follows:

##### 2.1 Payments

The Trader shall pay to the Council on the first day of each month the License fees (including any variation thereto) as provided for in the First Schedule hereto in advance until the determination of the right to use the stall/pitch under this Licence. Such payment is to be made by Direct Debit or daily in cash.

##### 2.2 Compliance with Bylaws and Regulations

The Trader will comply with Statutory Regulations and General Market Regulations, the latter being attached as the Second Schedule hereto or rules made by the Council with respect to the Market now subsisting or from time to time made by the Council.

##### 2.3 Use of Stall/Pitch

The Trader shall use the stall/pitch for permitted retail sales as defined in the First Schedule attached to this Agreement on the Market days only in each week (excepting statutory or local



holidays and other days excluded by the Council) and such other days as the Council may from time to time prescribe.

## 2.4 Nuisance

The Trader must not do or permit anything which in the opinion of the Markets Manager may be or become a nuisance to any member of the public using the Market, neighbouring business such as shops or any occupiers of neighbouring or adjoining stalls/pitches or which may be detrimental to the efficient running of the Market and to use the stall/pitch in a diligent and business like manner.

## 2.5 Opening Hours

2.5.1 The Trader shall open his/her stall/pitch between the hours set out in the Market Regulations attached to this License on the relevant Market day.

2.5.2 The Trader is required to maintain a satisfactory display of their goods to the reasonable satisfaction of the Markets Manager until the time prescribed for the market to close. Excess stock may be packed but the Trader must not close and pack up before the said closing time.

### **IT IS HEREBY FURTHER AGREED** as follows:

1. This License may be determined by the Council immediately but in relation to condition 1.3 below only and without prejudice to the appeals procedure contained in the Second Schedule attached hereto and without prejudice to any claim of the Council in respect of the sums due hereunder or any antecedent breach by the Trader of any other condition or stipulation herein contained if:
  - 1.1 The Trader has failed to pay any sum due under this Agreement for a period of 21 days after becoming due whether it has been demanded or not.
  - 1.2 The Trader has failed to carry on business at the stall for a period of four successive weeks without giving the Markets Manager a reasonable explanation in writing addressed to him at The White House, Hockliffe Street., Leighton Buzzard, LU7 1HD or via e-mail: [markets@leightonlinslade-tc.gov.uk](mailto:markets@leightonlinslade-tc.gov.uk);
  - 1.3 The Trader has failed to observe or perform the conditions referred to herein or any of the General Market Regulations attached in the Second Schedule hereto.
  - 1.4 The Trader has become bankrupt or being a company has entered into liquidation whether compulsory or voluntary.
2. This License is personal to the Trader and the parties acknowledge that nothing in this License shall be construed as creating the relationship of landlord and tenant.
3. If the Trader shall fail to take possession of the stall/pitch on any Market day less than 1 hour before the Market opening time, the Markets Manager may at their absolute discretion refuse the Trader the right to trade on that Market day without prejudice to the right of the Council to recover from the Trader the charges in respect of that day.



4. The Trader shall have no claim against the Council for any loss, injury or damage through fire, theft or any other cause nor a claim for compensation or goodwill lost through termination of this agreement.
5. Any power, discretion or duty imposed on or granted to the Council or its Markets Manager may be exercised by any person, Officer or Body from time to time authorised on his/her behalf.
6. All references to the Markets Manager refer to such Officer appointed for the time being of the Council.
7. The Council may vary the License fees payable upon the service of four week's written notice of such variation either served on the Trader personally or sent to their last known address.

*We will store this information electronically and securely for 12 months from the last date you have traded with us. Please ensure that we are notified of any change in your circumstances that may affect this License. We will not use this data for any other purpose other than registering your license with us.*

The Town Council's Privacy Notice can be viewed on its website.

I certify that the information provided is true and complete to the best of my knowledge.

**Signed by the trader:**

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ (dd/mm/yyyy)

**Name and Designation:**

**Signed on behalf of the Town Council:**

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ (dd/mm/yyyy)

**Name and Designation:**



**THE FIRST SCHEDULE: License Details**

<b>Commencement date of License:</b>	
<b>Trading business name:</b>	
<b>Name of the Trader(s):</b> (inc. all Business Partners)	
<b>Address of Trader(s):</b> (inc. all Business Partners)	
<b>Attending Market Days:</b>	Tuesday <input type="checkbox"/> Saturday <input type="checkbox"/> Other <input type="checkbox"/>
<b>License Type:</b>	Casual <input type="checkbox"/> Permanent <input type="checkbox"/>
<b>Market Location:</b> (Casual status has no designated pitch position)	
<b>Stall/Pitch Number(s):</b>	
<b>Permitted Sales of:</b>	



## **THE SECOND SCHEDULE: Market Rules & Regulations**

1. All Traders and their representatives must have the Right to Work in the United Kingdom.
2. All traders must have a minimum of £5 million Public Liability Insurance and Employee liability where applicable. This is a legal requirement.
3. Rents are reviewed annually at committee.
4. All pitches must be occupied by 8:00am. Any trader who arrives after this time without prior consent or notification by phone that morning may lose their pitch on the day and any due rent will still be levied.
5. Trading hours are from 9:00am to 4:00pm with the exception of the Farmers Market where trading hours are from 9:00am to 1:00pm. No trader is to leave the market before 4:00pm without prior consent of the Market Manager, with exception of the Farmers Market.
6. All vehicles to be off site by 9:00am. Vehicles may return onsite from 3:00pm but stall fronts are not to be packed away until market closes at 4:00pm. Any trader in breach of this will be issued with a verbal warning in accordance to disciplinary procedures.
7. All vehicles must use hazard warnings lights at all times when entering and leaving the High Street and adhere to a 10mph speed limit.
8. Traders are expected to leave their pitch clean and tidy and in the manner they found on arrival (see Market Standards document for further information).
9. Rents will be collected daily and is to be provided when requested by the Market Manager or representative. Failure to pay rent may incur a fine. As a regular trader, any day that you are absent, you will still be liable for the rent. This includes vehicle breakdown (unless taken as holiday). Sickness will be treated as holiday unless supported by doctor's note.
10. Regular traders are permitted four holiday days a year per trading day. These must be booked at least 24 hours in advance.
11. Traders are to comply with current Consumer Rights Act 2015 (and any future amendments in Law)
12. Anti-social or abusive behaviour will not be tolerated at any time and liable to disciplinary procedures.
13. No music or radios to be played on site until after 9:00am and may be subject to PRS licence.
14. Traders shall not display or offer for sale any illegal, counterfeit or copyright infringing goods that do not comply with Consumer Rights Act 2015. We are a 'Real Deal' Market.
15. Traders must not change their product line without the expressed permission of the Market Manager and the completion of a new trader agreement.
16. Allocation of stalls is managed at the sole discretion of the Market Manager or representative and must be adhered to.
17. No goods are to be sold or displayed beyond the footprint of the stalls and no encroachment onto footpaths is allowed without prior agreement of the Market Manager or representative.
18. There is to be no sub-letting of stalls.
19. Trader parking is made available by the principle authority, Central Bedfordshire Council (at present is an area behind Duncombe Drive car park. Parking is free but at your own risk).
20. The market may be cancelled on the day or ahead of trading on the grounds of public safety including severe weather, acts of god, terrorism, one off sporting event etc. See cancellation policy.



21. All traders are to comply with current legislation regarding Food Hygiene and Safety and must meet our guidelines in the Food Trader Appendix where appropriate. This includes the use of all Gas Cylinders and appliances and traders should be able to demonstrate a Gas Safety Procedure.
22. All electricity points are 110v. Electricity is charged for. Traders must supply their own step up boxes and cables.
23. All electrical items must comply with annual PAT tests and certificates must be shown on request.
24. Each stall must have rubber cable covers for anyone needing the use of electricity cables – these cables should be covered if they are on the ground. All cables must be raised in the risk assessment.
25. The use of small portable low noise generators and their location must be approved by the Market Manager or representative prior to their use.
26. Small portable low noise generators will need to be positioned so as to ensure that:
  - they do not present a danger to the passing public;
  - they do not present a fire or similar hazard risk to the stall or goods displayed;
  - they do not produce fumes or any airborne solids, or noise, including vibration, beyond that reasonably expected in normal use, having regard to the proper functioning of any equipment;
  - any inflammable fuel not being used shall be stored away from the stall in a location and container conforming to The Petroleum (Consolidation) Regulations 2014.
  - Any generator shall be turned off at the discretion of the Market Manager or representative if it is felt that a nuisance is being caused.
27. Appropriate licensing and rules overseeing sales of certain products (alcohol, tobacco, knives etc.) must be maintained and updated as per law amendments.

**\*\* PLEASE NOTE\*\***

Leighton-Linslade Town Council or the Local Authority may make recommendations as to the look and feel of your stall and may request reasonable changes to be made – this is to be done within two weeks from being asked.

All Rules and Regulations are subject to Leighton-Linslade Town Council's discretion, through the Market Manager or their representative.

If you have any questions or queries regarding this, please do not hesitate to contact to the Market Manager.

These rules will be enforced and are to the benefit of ALL. Any trader in breach of them will be dealt with subject to Disciplinary Procedures.