

OSWESTRY TOWN COUNCIL



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LICENCE

RELATING TO TRADE

FROM POWIS HALL, OSWESTRY

IN SHROPSHIRE

3. Payment of the Licence Fee

The Licence Fee shall be promptly paid to the Collector of Rents of the Licensor weekly in advance at the latest by midday on Wednesday of each week or such other day or time from time to time prescribed by the Licensor.

4. Expiry of period

The Licence shall subject to clause 9 continue until determined by either party giving to the other not less than (1) weeks previous notice in writing to expire at the end of a week.

5. Storage of Goods outside Normal Business Hours

The Licensee may during the continuance of the Licence at the sole risk of the Licensee store the Goods in the Allocated Space outside Normal Business Hours.

6. Promotional schemes etc

The Licensee aims to participate in promotional schemes organised by the Licensor when possible and agrees to co-operate at all times with schemes carried out by the Licensor for the benefit of the Hall and to abide by various requirements of the Licensor within the Hall concerning promotional displays opening hours and participation. You are not obligated to open on any additional non-market days although your support would be appreciated if the market was open for a special reason.

7. Licensee's obligations

The Licensee shall during the subsistence of this Licence (and also where applicable after its termination or expiry) at all times perform and observe the following obligations and conditions:

7.1 Fitting out

Fit out and equip the Allocated Space in accordance with the requirements of the Licensor and make and keep it attractive for the display of goods.

7.2 Display of name

Display at the Allocated Space a suitable sign stating the Licensee's name and trade such sign to be of a form previously approved in writing by the Licensor and to a size previously agreed by the Council. Poor quality signage shall be forbidden.

7.3 Opening for Trade

- 7.3:1 Keep the Allocated Space open for the sale of the Goods during Normal Business Hours unless communicated and agreed with the Market Manager.
- 7.3:2 Promptly open it for trading at the commencement of Normal Business Hours.
- 7.3:3 If the Licensee is unable to comply with the provisions of clause 7.3.2 then the Licensee should inform the Licensor as soon as possible and give a valid reason for such non-compliance and if the Licensee does not do so then the Licensor may immediately terminate this licence in accordance with the provisions of clause 9

7.4 Attendance

Keep the Allocated Space properly attended by the Licensee or his/her competent staff during Normal Business Hours. Using the allocated space for display only during normal business hours is not permitted.

7.5 Sale of other merchandise

Not to sell or display for sale any unrelated merchandise from than Allocated Space other than described the Goods 1.7. unless the Licensee writes to the Market Manager for approval. If the unrelated merchandise is not acceptable it can be removed from sale by the Licensor. The Council reserve the right to decline any products deemed inappropriate.

7.6 Quality of merchandise

Offer for sale merchandise of good quality at reasonable prices and maintain a good selection and an adequate stock

7.7 Professional appearance

Wear suitable clothes and maintain a professional appearance and comply with the health and safety and environmental regulations relating to that trade.

7.8 Compliance with Trading regulations etc

Observe all Act of Parliament and all regulations and byelaws of the local authority and other official bodies and food hygiene regulations relating to the sale of the goods and trading.

7.9 Sale outside Allocated Space

Not to offer the Goods for sale from any passageway or other place outside the limits of the Allocated Space.

That no political groups to be permitted to hire stalls on Oswestry markets on a free of charge or pay basis using a common sense approach;

No political publicity to be displayed on any market stalls as this would consider to be a breach of licence conditions;

To acknowledge that historically markets will be used as photographic opportunities for political publicity in the run up to Elections, and this be recognised but no Officer to form part of media publicity.

7.10 Nuisance etc

Not to seek to attract attention or custom by shouting making undue noise or playing music of a nature, which may cause a nuisance or inconvenience to other stallholders or customers in the Hall. The Market Manager will be judge of what constitutes a nuisance. In his absence report it to him as soon as possible in the first instance or to the Town Council employees.

7.11 Unseemly conduct

Refrain from abuse or unseemly language or conduct and extend normal courtesy to customers other stall holders and representatives of the Licensor.

7.12 Auctions

Not to conduct any auction or mock auction in the Allocated Space or elsewhere in or near to the Hall.

7.13 Alcohol and smoking

Not to bring into or consume any alcohol in the Hall. Smoking is strictly prohibited throughout the building, doorways, emergency escape, front steps and other areas determined by the Council.

7.14 Cleaning of the Allocated Space

Keep the Allocated Space and in conjunction with neighbouring stallholders the passages adjoining it clean and tidy at all times

7.15 Refuse

Place all the waste and refuse which may be produced or which may accumulate in the course of trade from the Allocated Space in the receptacles provided by the Licensor as often as may be necessary to keep the Allocated Space clean and tidy. All cardboard to be taken to the outside cardboard skip at the rear of the market on the Horse Market car park.

7.16 Obstruction by Goods

7.16:1 Not to suspend any merchandise from any part of a roof which projects beyond the limits of the Allocated Space.

7.16:2 Not to suspend any merchandise over any passageway or beyond the limits of the Allocated Space.

7.17 Damage etc

7.17:1 Not to remove or interfere with the structure or parts of any other Allocated Space or any part of the Hall outside the limits of the Allocated Space.

7.17:2 Not to cause any damage to the Hall

7.17:3 Not to interfere with any person lawfully in the Hall.

7.18 Access etc by Licensor's officers

7.18:1 Not to impede in any way the officers servants or agents of the Licensor in the exercise by them of the Licensor's rights of possession and control of the Allocated Space.

7.18:2 Give all reasonable assistance and facilities to them for the alteration at any time of the layout or decoration of the Allocated Space.

7.19 Compliance with fire regulations

Observe and comply with all fire regulations and directions in relation to fire regulations specified by the Licensor or the local fire authority or required by statute. The alarm is tested every Tuesday

7.20 Compliance with health and safety regulations

Observe and comply with all regulations and all requirements of the Health and Safety at Work Act 1974 and also any other regulations relating to employees of the Licensee so far as they relate to the Allocated Space and the business of the Licensee carried on in it.

7.21 Alterations etc

7.21:1 Not to carry out any structural or electrical work in the Allocated Space nor use any materials for the fitting out or decoration of it without first obtaining the written consent of the Licensor who shall have absolute discretion in giving or withholding such consent.

7.21:2 Not to erect any trellis work grill or other device for the protection of the Goods in the Allocated Space unless it is of a type approved by the

Licensors who aim to preserve the good appearance of the Hall when not in use.

7.21:3 The use of extension cables is prohibited. Any additional sockets are the responsibility of the licensee and all appliances need to be PAT tested once a year.

7.21:4 The Town Council will arrange an annual inspection of electrical devices and the cost for the certificate will be borne by the trader.

7.22 Heating

Only authorised heaters to be used in the Allocated Space which are annually PAT tested and must not be left switched on when unattended.

7.23 Compliance with local authority byelaws, etc

Conform with all regulations and byelaws of the local authority and other official bodies relating to the Allocated Space and its fitting out.

7.24 Obstruction, loading

7.24:1 Not at any time to block any drives, passageways or other areas giving access to the Hall and

7.24:2 At all times to use only the facilities provided for the purpose of loading and unloading.

7.25 Vacation of Hall

Doors will close at 4.00 p.m. and in any event the Licensee shall vacate the Hall by 4.30 p.m. on all trading days

7.26 Assignments etc

7.26:1 The rules regarding the right of assignment are included within the Market Policy document.

7.27 Indemnify

Indemnify the Licensor against

7.27:1 All and any claims or demands (whenever made) and all costs and expenses incurred by the Licensor relating to or arising out of the use of the Allocated Space by the Licensee.

7.27:2 any claims which may at any time be made against the Licensor (whether under the Occupiers' Liability Act 1957 or otherwise) in relation to the Allocated Space (including the claim made by any of the

Licensee's employees) arising wholly or in part from any act or omission of the Licensee.

7.28 Public Liability Insurance

7.28:1 To adequately insure the Goods in the Allocated Space and the Hall and the Licensee's fixtures and fittings

7.28:2 To take out adequate third party insurance and adequate levels of public liability insurance (£5 million)

7.28:3 In both cases to produce evidence of such insurance to the licensor upon request.

7.29 Compliance with the Licensor's rules etc

Comply with all conditions, rules and regulations for the time being prescribed by the Licensor for the Management control and repair of the Hall or the Allocated Space and notified to the Licensee.

7.30 Removal of goods etc on termination

7.30:1 Remove all the Licensee's merchandise and fixtures and fittings of a temporary nature which may be put in or upon the Allocated Space by the Licensee during the termination of this Licence however determined and

7.30:2 Leave the Allocated Space clean and in good working repair and having repaired and made good any damage occasioned to it during the Licensee's occupation

7.30:3 To make all payments outstanding relating to rent, electricity and any services used.

7.31 Business Hours

Comply with any requirement of the Licensor with regard to Normal Business Hours. To support any temporary alteration to the Normal Business Hours during Bank Holidays and Christmas periods.

7.32 Accidents

To report all accidents, disputes, thefts, disorderly conduct and goods lost and found to the Town Clerk or Retail Markets Manager as soon as practicable.

8. Change of the Allocated Space

It is agreed as follows:

- 8.1 The Licensor may at any time from time to time change the Allocated Space from which the Licensee is entitled to trade under this Licence to another space of comparable size within the Hall but shall give the Licensee twenty eight (28) days' (or such shorter period as may be reasonable) written notice of such change.
- 8.2 The terms of this licence shall take effect in relation to such other space as if it had been the Allocated Space originally designated for which this licence was granted.

9. Termination

The Licensor may by notice in writing to the Licensee terminate this Licence immediately if:

- 9.1 The Licensee is in arrears for fourteen (14) days with any payment due under the terms of this Licence.
- 9.2 The Licensee is in breach of any other terms and conditions of this Licence.
- 9.3 The Licensee enters into liquidation or a receiver is appointed of the Licensee's business or the Licensee commits an act of bankruptcy or makes an arrangement or composition with the creditors of the Licensee.
- 9.4 The Licensee is convicted of a criminal offence relating to the sale or possession of any property or merchandise or to his behaviour in the Hall
- 9.5 The Licensor reasonably considers that the Licensee is carrying on business in a manner prejudicial to the business of other licensees within the Hall or such a standard that it detracts from the character and /or quality of the Hall and the businesses of other licensees.
- 9.6 The Licensee does not use the Allocated Space for the purpose of his trade on each Wednesday and each Friday and each Saturday unless the prior consent of the Licensor is given following a written request
- 9.7 Any local authority or local market authority lawfully requires the Licensor to terminate this licence or the sale of the Goods from the Allocated Space or the Licensor is lawfully required to close the Hall for trading.
- 9.8 The licensor closes the Hall or part of it on the grounds that it has been damaged by fire or some other cause or it is in need of repair or such other works which render it impracticable to keep it open or on the grounds that it is no longer economically viable to keep it open.

10. Failure to make payments

If the Licensee fails to pay the licence Fee or other sums of money payable under the terms of this licence whether demanded or not at the time above prescribed or any sums properly payable by the Licensee to the Licensor the Licensor shall be entitled as the Licensee's agent to seize and sell any merchandise and/or fixtures and fittings belonging to the Licensee situated at the Allocated Space and to apply the proceeds of sale towards the deduction of any sums owing by the Licensee to the Licensor.

11. Damage to Goods etc

11.1 No responsibility whatever shall on any circumstances fall upon the Licensor for the safety of or for any loss or damage however caused to the Goods in the Allocated Space or in the Hall or to the fixtures and fittings of the Licensee in the Hall.

11.2 The Licensee shall be solely responsible for all insurance both for their safety and for all such loss or damage however caused including all direct or consequential loss or damage and notwithstanding such loss or damage may be due to or arise out of any defect in the Hall or the Allocated Space or the neglect or default of the Licensor or its servants or agents.

12. Disputes

12.1 Where there is a dispute between the Licensee and another trader in the Hall concerning any merchandise sold or proposed to be sold by the Licensee from the Allocated Space and the Licensor shall have power in its absolute discretion after affording to the Licensee an opportunity to make such representations as the licensee may think fit to decide what merchandise should or should not be offered for sale from the allocated space and to give direction accordingly.

12.2 The licensee shall immediately observe and comply with and abide by any such directions for the remainder of the duration of the licence.

13. Permanent fixtures etc

The structure and permanent fixtures of the allocated space are and shall at all times remain the sole property of the licensor.

14. Terms of Licence

14.1 The terms of this Licence are complete terms agreed between the Licensor and the Licensee and there are no other terms relating to this Licence unless evidenced in writing.

14.2 The Licensee acknowledges that the Licensee has not entered into this Licence by any oral representation.

14.3 The terms of this Licence may only be varied in writing and any variation agreed on behalf of the Licensor shall only take effect if signed by a duly authorised officer of the Licensor.

15. Normal Business Hours

“Normal Business Hours” shall be 9.00 a.m. to 4.00 p.m. Wednesday and Saturday and 9.00 a.m. to 3.30 p.m. Friday. Doors will close at 4.00 p.m. and aim to vacate the Hall by 4.30 p.m. on all trading days. The Licensor may in its absolute discretion vary the Normal Business Hours by increasing or varying the number of days per week or the hours in each day the Hall is open for trading.

16. Removal of property on termination

16.1 If after the determination of this licence any property of the Licensee remains in the Allocated space the Licensor may remove such property to a safe place but without any liability of the Licensor for its safety and may charge for this action.

16.2 If the Licensee has not collected it within fourteen (14) days the Licensor may sell it as agent of the Licensee and retain proceeds of sale.

17. Failure to erect sign

If the Licensee does not comply with clause 7.2 (relating to signs) the Licensor may itself erect a suitable sign and the cost of so doing shall be borne by the Licensee and payable on demand to the Licensor.

18. Interest on overdue payments

In the event of the Licence Fee or any other sums of money payable under the terms of this Licence remaining unpaid for a period of fourteen (14) days from the date when the same shall be due the Licensee shall pay the interest to the Licensor on the amount outstanding at the rate of four per cent (4%) per annum above the HSBC base lending rate from time to time in force. The Licensor will make a charge to recover its costs incurred in any returned cheques to reflect the cost of administration.

19. Notices

19.1 Any notices demands or written communications required to be made by the Licensee and delivered to the Allocated space or handed to the Licensee personally or to some other person apparently in control of the Allocated space on his behalf or by posting it to the last known address of the Licensee.

19.2 Any notice or other written communications to be made by the Licensee to the Licensor may be served if handed to the Town Clerk or by posting it to the Licensor at Guildhall Oswestry aforesaid.

20. Licence personal to the Licensee

20.1 This Licence is personal to the Licensee and is not in any circumstances transferable by the Licensee to any other person firm or company.

20.2 It does not entitle or permit any partner or other person connected with the Licensee to trade from the Allocated space.

20.3 It does not and is not intended to create or grant to the Licensee any estate or interest in the Allocated Space or any part of the Hall or to give rise to the relationship of landlord and tenant between the parties to this Licence.

21. Alcohol Policy

21.1 The Dedicated Premises Holder, David Clough (Market Manager), will permit traders to sell alcohol providing they meet a number of criteria. Those being:

- Stallholders who wish to sell alcohol must have a level 2 accredited qualification for personal licence holders or a obtain a Personal Licence.
- Stallholders must undertake the Market licensing induction training provided by the Dedicated Premises Holder. This will include the licence conditions specifically for Oswestry Market and the Challenge 25 scheme)
- All requests to sell alcohol must be made in writing to the Town Clerk and must set out in detail the nature of the proposal.

21.2 Once the trader is able to demonstrate these criteria this updated licence must be signed and will be kept in your personal file inside the Guildhall, alongside a copy of their level 2 accredited qualification for personal licence holders or their Personal Licence documents. You will then be given permission to sell alcohol on the Market Managers behalf (as Dedicated Premises Holder) according to the agreed licence conditions of the building, including the permitted times of sale.

21.3 Prevention of Crime & Disorder

Oswestry market will have a zero tolerance to drugs policy. The Licence Holder shall display notices at the entrances to the premises advising attendees that the police will be informed if anyone is found in possession of controlled substances.

Drugs found will be placed in a suitable locked receptacle kept for that purpose. Means for securing and unlocking the receptacle will be held by the Premises Licence Holder or a nominated responsible person. A record shall be made of the date and time of the find, the person who made the find and the person who secured the found item(s). This record will be made available to any authorised authority on request.

The Premises Licence Holder shall make suitable arrangements with the police for the collection of any found items as soon as possible after they are found.

Sale of alcohol to anyone who is deemed drunk will be prohibited and is an offense to do so.

21.4 Public Safety

A Fire Risk Assessment of the building will be agreed setting capacity for the venue and evacuation procedures are in place and are reviewed annually.

Every trader who sells alcohol will be required to hold a first aid kit which will be checked annually by the Personal Licence Holder. An accident log will also be kept by the Personal Licence Holder where any issues/accidents will be recorded. Evidence of first aid training will be favourable for anyone wishing to sell alcohol. Oswestry Town Council have trained first aiders on site and Security Staff who are first aid trained are typically employed for all major events.

21.5 Prevention of Public Nuisance

Clear signage will be used to communicate opening and closing times and notices asking customers to respect our neighbours and leave quietly will be in place for any event opening past 8pm

No noise shall emanate from the premises nor vibration be transmitted through the structure of the premises that gives rise to a nuisance.

21.6 Protection of Children from Harm

The Challenge 25 Policy will be applied with signage at points of alcohol sale. The national initiative demands proof of id, being passport, photo card driving licence and/or PASS photocard, for anyone who looks 25 and under.

A Challenge log will be kept by the allocated traders and available to responsible authorities upon request.

Training will be provided by the Dedicated Premises Holder to train all persons supplying alcohol on the Challenge 25 procedures and market policy. Refresher training will be held no less than annually. Training records kept on site and available to responsible authorities on request.

Events where the consumption of alcohol is the primary activity, the Challenge 25 policy will remain in place and as always only 18's and over will be allowed to purchase alcohol.

21.7 Permission Rescinded

The Council reserve the right to withdraw/suspended the selling of alcohol if the agreed policies are compromised (i.e prosecuted). The Dedicated Premised Holder will initially withdraw the permission and the Town Clerk will be informed immediately. Any right of appeal will depend on advice from the Shropshire Council Licensing Department. If the individual is prosecuted or challenged by law, the Dedicated Premises Holder will withdraw permission and follow Police procedure.

22. Declarations

22.1 The conditions and obligations contained in clause 7 of this Licence shall be performed and observed at all times throughout this Licence by the Licensee and shall where the context permits extend to the employees and agents of the Licensee.

22.2 In the case of the Licensee being two or more persons each and all shall be bound by the terms of this Licence and shall sign this agreement and they shall be jointly and severally liable for the performance of the condition and obligations on behalf of the Licensee contained above.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written,

SIGNED on behalf of **OSWESTRY**

TOWN COUNCIL by Arren Roberts, Town Clerk

or David Clough Markets Manager.....

In the presence of:-

SIGNED by the said

in the

presence of:

General Data Protection Regulations (GDPR) Consent Form to Hold Contact Information

Your privacy is important to us we would like to communicate with you about the council and its activities. However, as a result of a change in the UK Law from the 25th May 2018 we need your consent. Please fill in your name and address and other contact information and confirm your consent by ticking the boxes below.

I agree that I have read and understand Oswestry Town Council's Privacy Notice <http://oswestry-tc.gov.uk/your-council/town-council-policies.html> I agree by signing below that the Council may process my personal details for providing correspondence, information and public announcements (including photos in press releases, website & social media).

I agree that Oswestry Town Council can keep my contact information data for an undisclosed time or until I request its removal.

I have the right to request modification on the information that you keep on record.

I have the right to withdraw my consent and request that my details are removed from your database.

Name	
Date of birth if under 18	
Parental/Guardian Consent for any data processing activity	
Address	
Telephone No	
Email Address	
Signature	

Date	

Where you do not grant consent we will not be able to use your personal data; (so for example we may not be able to let you know about forthcoming services and events); except in certain limited situations, such as where required to do so by law or to protect members of the public from serious harm.

You can unsubscribe at any time, by contacting the office at the above address or by e-mail: enquiries@oswestry-tc.gov.uk . Please note that all processing of your personal data will cease once you have withdrawn consent, other than where this is required by law, but this will not affect any personal data that has already been processed prior to this point.