

**EPSOM AND EWELL BOROUGH COUNCIL  
MARKET LICENCE AGREEMENT**

in respect of  
The Market Place,  
Epsom

**VALID 1 APRIL 2020 – 31 MARCH 2021**

.....  
**THIS LICENCE**

is made on the 1<sup>st</sup> day of April 2020 (amend accordingly)

**BETWEEN**

**EPSOM AND EWELL BOROUGH COUNCIL**

Acting by The Authorised Officer, Ian Dyer of Town Hall, The Parade, Epsom, Surrey  
KT18 5BY ("the Council")

**AND**

("the Licensee")

**LICENCE SUMMARY**

Licensee name	
Licensee Address	
Site location as per Annex A	
Licence Period	One off event/ Regular Licensee/ casual / Regular Event
Permitted Event day(s)	If casual or occasional Licensee state agreed trading period, days or state eg CASUAL SATURDAYS
Agreed Commodity or Event Type	
Licence Fee	
Access Period (specify access and close down)	Standard Licensee / Event Specific
Additional Terms	

**IT IS AGREED** as follows:

## **1 Definitions**

- 1.1 "Access Period" shall mean between 06.00 and 09.30 hours on the date of an Event unless specified in the Licence Summary of this agreement.
- 1.2 "Close Down" shall mean between 16.00 and 18.00 hours on the day of an Event unless specified in the Licence Summary of this agreement
- 1.3 "Authorised Officer" shall mean the Head of Operational Services or another officer duly authorised by him.
- 1.4 "Event" shall mean a Market at the Market Place, Epsom.
- 1.5 "Licensee" means a person contracting to operate from the Site during an Event.
- 1.6 "Licence Fee" shall mean the agreed charge for trading at Epsom Market Place
- 1.7 "Licence Period" shall mean the agreed time period during the year 1 April to 31 March 2021 as specified in the Licence Summary of this agreement.
- 1.8 "Operating Period" shall mean between 08:00 and 17:00 hours on the date of an Event unless specified in the Licence Summary of this agreement.
- 1.9 "Permitted Periods" means the Access Period, the Operating Period and the Close Down Period.
- 1.10 "Permitted Trading Days" means the agreed 'Events' that the licensee may operate as specified in the Licence Summary of this agreement.
- 1.11 "Site" shall mean the section of the Market Place shown edged by a bold red line on **Annex A**.

## **2 General permission**

- 2.1 The operation of Epsom and Ewell Borough markets shall be governed by Part III of the Food Act 1984.
- 2.2 All Licensees including casual/occasional will adhere to the terms of this Licence Agreement.
- 2.3 In consideration of payment of the applicable Licence Fee, the Licensee shall be entitled to use the Site for the Events throughout the Licence Period on each Event, and for the Permitted Periods only.

- 2.4 This Licence is personal to the Licensee and cannot be transferred or assigned without the prior written consent of the Council.
- 2.5 Any keys to the market issued to the Licensee for the term of this Licence must be signed for.
- 2.6 Only those goods specified on the Licence may be sold on the Site. Licensees will seek written approval if they want to diversify commodities sold.
- 2.7 The Authorised Officer can at any given time, request information from all Licensees relating to their business/operation or personal information such as residential address, national insurance number and date of birth.
- 2.8 The Authorised Officer can amend any licence to represent the information given by any Licensee.
- 2.9 The Licensee shall only operate within the size of the Site agreed.
- 2.10 Licensees must operate from the front of their Site and ensure that they remain within the footprint. A clean line must be maintained along the edge of all market stalls.
- 2.11 Amendments may be made to this Licence at any time during the contract period. This includes changes to the trading position (SITE). Licensees will be given 30 days' notice in writing of any required amendments.
- 2.12 All Licensees are expected to conduct themselves in a polite and courteous manner in relation to the public, Council Officers and Licensees.
- 2.13 Licensees are fully responsible for the behaviour of their assistants and staff as per the terms of the Licence Agreement.

### **3 Occasional Events and Casual Use**

- 3.1 The Licence Period, Event Date and Access/Close Down Periods for Events outside of standard usage are specified and defined in the Licence Summary of this agreement.
- 3.2 Each of the terms of this Licence must be adhered to during casual, occasional and regular Events usage.

### **4 Prior to Each Event**

- 4.1 The content and display of any promotional material shall be subject to the prior written approval of the Authorised Officer and fly-posting shall be strictly prohibited.
- 4.2 The Licensee shall provide the Authorised Officer with a copy of a valid insurance certificate(s) to cover the term of the Licence.

- 4.3 The Licensee shall pay to the Council the applicable Licence Fee by monthly direct debit or in the case of casual Licensee by invoice or cash payment.
- 4.4 Vehicles are only permitted on the Market Place during the Access Period and Close Down Period.
- 4.5 Regular Licensees are to be in attendance on their allocated pitches by no later than 8.30am each day.
- 4.6 All vehicles must be clear of the Market Place by 9.30am promptly and may not return until 16.00 unless agreed by The Authorised Officer.

## **5 During and After an Event**

- 5.1 The Licensee shall not fix any notices at the Site without the prior written consent of the Authorised Officer.
- 5.2 The Licensee shall be permitted to enter the Site and set up an Event during the specified Access Period and shall vacate the Site by the end of the Close Down Period.
- 5.3 The Site shall not exceed the dimensions specified on the Licence and any pitch limits marked on the ground during trading hours and except during immediate re-stocking.
- 5.4 Merchandise shall be set out neatly in a good presentable layout within the dimensions of the Site.
- 5.5 Tags, posters, signs or similar shall be good quality, clean and presentable and only displayed within the Site.
- 5.6 The Licensee will clearly display a sign with their contact and address details throughout the duration of the Event.
- 5.7 Goods shall be displayed properly and attractively in a style approved by the Council. The use of cardboard boxes for displaying goods shall not be permitted. Signage of prices and goods on stalls should be of high presentation, clearly displayed and in a style of lettering and colouring approved by the Council.
- 5.8 The Authorised Officer, other duly authorised officers of the Council, the Police and Fire Authority their officials and agents shall at all times have full right of access to all parts of the Site.
- 5.9 The surface of the ground shall not be disturbed at any time without the prior written consent of the Authorised Officer.
- 5.10 The Licensee shall ensure that no goods offered for sale at an Event are likely to cause undue offence or upset to reasonable members of the general public.

- 5.11 Items specifically prohibited from sale at an Event include
- a) Firearms – real and imitation
  - b) Swords, crossbows, and other weapons
  - c) Live animals
  - d) Drugs, tablets, medicines
  - e) Pornographic or other offensive material
  - f) Counterfeit goods
- 5.12 The above list is not exhaustive and the final decision is at the discretion of the Authorised Officer.
- 5.13 No vehicles are to be left in the market area during the Operating Period unless permission has been given by the Authorised Officer.
- 5.14 The Licensee shall obey the lawful and reasonable instructions of the Authorised Officer.
- 5.15 Any goods or items left on the Market Place after trading hours will be removed and disposed of accordingly. Any costs incurred by the Council in disposing of items will be payable by the Licensee.
- 5.16 The Licensee shall notify the Authorised Officer of any accidents or incidents which occur during an Event within 48 hours.

## **6 Environmental Safety and Sustainability**

- 6.1 An electric supply with either a 10amp or 16amp socket is available to each Licensee.
- 6.2 A Licensee using the electric supply for halogen lighting or cooking/catering equipment will incur a daily charge of £3.00.
- 6.3 A Licensee using power for LED lighting only will not incur a daily charge.
- 6.4 Licensees that wish to leave their catering equipment connected to the electric supply overnight will incur an additional daily charge of £1.00, this is restricted to refrigeration items only.
- 6.5 Heaters and blowers are contrary to the Council's environmental principles. Therefore, these will not be permitted under any circumstance.
- 6.6 The Licensee shall remove all property, equipment, refuse and all other materials connected with an Event from the Site by the end of the Close Down Period.
- 6.7 Licensees will ensure that cardboard and food/natural plant waste is recycled in the containers provided. Failure to do so will result in a breach of this Licence Agreement and notice may be served.
- 6.8 At the end of each day's trading, the Licensee shall leave the area beneath and around the stall clear of any articles or refuse arising from trading.

- 6.9 Licensees will ensure that trees and planting in the Market Place area are respected and undamaged by trading activity and associated vehicles.
- 6.10 Licensees will ensure that once vehicles have entered the Market Place, that engines are switched off and exhaust emissions are kept to a minimum.

## **7 Gas and Electrical Equipment Usage**

- 7.1 All gas appliances must be suitable for use with LPG and must have been serviced by a competent gas safe registered engineer within the last 12 months.
- 7.2 Any portable appliance or gas safety certificates must be made available for inspection.
- 7.3 All gas appliances must be secured on a stable, heat proof table and located away from materials that could easily catch on fire. (300mm from the wall of the structure.)
- 7.4 Licensees shall have systems in place to ensure the gas supply is cut off in the event of the flame going out to prevent a leak of LPG. This system should be that all gas appliances are fitted with a flame failure or flame supervision device.
- 7.5 All fryers should be fitted with an automatic high temperature-limiting device (that limits the temperature of the fat or oil used to 250°C or lower).
- 7.6 All LPG hoses must be in good condition and shall comply with BS 3212 or BSEN 1763 and less than 2 meters in length from the cylinder.
- 7.7 All connections must be checked for leaks before any cooking, etc. commences. This should be done via the use of leak detection fluid.
- 7.8 All fastenings to connect hoses to appliances, cylinders etc., should be crimp fastenings (i.e. Double Ear "O- Ring" Clips).
- 7.9 All gas cylinders must be turned off when not in use and sited in a well-ventilated area.
- 7.10 All gas cylinders must be fitted with the correct pressure regulator for the gas type (i.e. propane or butane) and appliance and shall comply with BS 3016 or BS EN 12864.
- 7.11 All gas cylinders shall be stored upright and away from any ignition sources or flames and be located 2 meters away from any drain or gulley.
- 7.12 Where gas cylinders are 13kg or larger they shall be appropriately secured to prevent them falling over.
- 7.13 All gas cylinders should be fitted with an automatic cut off valve.

- 7.14 Licensees may only use gas cylinders rigged to appliance(s) plus one spare.
- 7.15 All electrical equipment especially extension leads and sockets used must be suitable for outdoor use and maintained in good condition.
- 7.16 Any supply sourced from a commercial or private property **must** be done via a competent NICEIC/ ECA/ NAPIT or equivalently trained electrician.
- 7.17 All outdoor electrical connections **shall** be protected by a Residual Current Device (RCD) with a 30mA tripping current. RCDs *should* be tested before each use.
- 7.18 All electrical equipment must be checked and tested every 3 years.

## **8 Legal Requirements**

- 8.1 The Licensee shall comply with all applicable legal statutory or regulatory requirements in respect of each Event, including (but not limited to) provisions relating to Fire Safety, Food Safety, Health & Safety, and licensable activities. The Licensee shall provide a copy of any relevant risk assessment(s), permit(s), licence(s), notification(s) or other similar document(s) on request to the Authorised Officer
- 8.2 It is the Licensee's responsibility to comply with the waste duty of care as set out in the Environmental Protection Act 1990 in relation to its business waste
- 8.3 All Licensees trading food will be subject to regular Environmental Health checks to ensure a high standard of operation.
- 8.4 A minimum Food Standards Agency Hygiene rating of 3 is required and must be maintained to comply with the terms of this Licence Agreement.
- 8.5 The Licensee will complete and submit a Licensee Details Form every 12 months. The information provided will be used for National Fraud returns and any other statutory enquiries.

## **9 Insurance Liability and Indemnity**

- 9.1 The Licensee shall effect, with a reputable company, public and employer's liability and any other insurances necessary to cover the risks contemplated by the Licensee. Public liability cover of at least £5 million shall be obtained and a copy of the insurance certificate provided.
- 9.2 The Licensee shall fully and promptly indemnify and keep indemnified the Council and its Members, Officers, servants, or agents in respect of any loss liability claim or proceedings howsoever arising under statute or common law in connection with an Event except where such liability arises directly and solely from the negligence of the Council or its Members, Officers, servants, or agents.

- 9.3 The Licensee shall fully and promptly indemnify the Council in respect of any damage caused to any land building or chattel (whether or not in the ownership occupation or possession of the Council) by any employee or agent of the Licensee.

## **10 Payments and Annual Leave**

- 10.1 Annual leave will be granted to Licensees paying their fees by means of Direct Debit only. 6 weeks annual leave will be granted in lieu of holidays and bad weather. No other concessions will be made.
- 10.2 Annual leave runs from April 1st to March 31st in each financial year.
- 10.3 The Authorised Officer must be informed of annual leave dates in writing with at least two weeks' notice.
- 10.4 Licensees paying by monthly direct debit will be granted full annual leave entitlement, please see conditions below;
- a) The charging period will be 46 weeks per annum paid over 12 months.
  - b) If the Licensee fails to make regular Direct Debit payments as scheduled the six weeks leave entitlement will be withdrawn at the Authorised Officer's discretion.
- 10.5 The Authorised Officer reserves the right to suspend a Licensee whose direct debit is declined by their bank.
- 10.6 Licence fees will be reviewed annually through the Council's Fees and Charges procedure.
- 10.7 The Authorised Officer reserves the right to suspend any Licensee who is in arrears of more than 4 weeks licence fee.
- 10.8 The Authorised Officer reserves the right to charge interest on arrears at a rate of 4% above Bank of England basic rate.
- 10.9 Casual Licensees must pay the agreed Licence Fee by cash or invoice as agreed by The Authorised Officer.

## **11 Cancellation/Termination**

- 11.1 The Authorised Officer may cancel an Event or terminate this Licence with immediate effect at any time up to and including the day of an Event, in the event that the Council shall require the Site for the purposes of any civil emergency and any other event of local or national importance where use of the Site is essential for it to fulfil its functions and obligations as a Local Authority and where the use of the Site was not reasonably foreseeable at the date of this Licence. The Council shall give as much notice of cancellation as it is reasonably able to do so.



- 11.2 The Authorised Officer reserves the right to cancel an Event at any time if the Site is rendered unsuitable for use for an Event for reasons outside the control of the Council.
- 11.3 The Authorised Officer reserve the right to close the Market Place to Licensees in order to accommodate special events such as the Christmas Light Switch-on.
- 11.4 The Authorised Officer will not be liable to compensate the Licensee for any financial or other loss whatsoever arising directly or indirectly as a consequence of cancellation/termination by the Authorised Officer under paragraph 11.1 and 11.2
- 11.5 The Licensee may terminate this agreement by giving 30 days' notice in writing to the Authorised Officer. The Authorised Officer may use discretion to come to an individual arrangement with the Licensee should this be appropriate.
- 11.6 The Authorised Officer may terminate this Agreement without notice if the Licensee or assistants commit Gross Misconduct as outlined in 11.7 in the terms of the Licence. This shall not prejudice the right of the Council to recover from the Licensee any additional sum which may be incurred by them in carrying out any work necessitated by any breach of the conditions.
- 11.7 Gross Misconduct includes
- a) fighting, intimidation or physical assault
  - b) the use of foul or abusive language
  - c) exhibiting indecent or grossly immoral behaviour
  - d) sexual misconduct
  - e) possessing illegal drugs while at working on Council premises
  - f) gross abuse or insubordination
  - g) serious incapability through alcohol or being under the influence of illegal drugs
  - h) causing loss, damage or injury through serious negligence
  - i) deliberate or reckless damage to council buildings/property
  - j) racial and sexual harassment/victimisation
  - k) gross act of discrimination related to a person's age, disability, gender reassignment, marriage or civil partnership, race, religion or belief, sex or sexual orientation.
  - l) the sale of dangerous or prohibited goods.
  - m) failure to meet FSA Hygiene minimum standard of level 3
  - n) arrears in excess of 12 weeks License Fee
- 11.8 Failure to comply with any of the terms of this Licence will result in the issue of a Breach of Licence Conditions Notice. The Licensee will receive a copy of this in writing with the aim to resume adherence to the terms of this Licence.
- 11.9 Breach of Licence Conditions
- | <b>Code</b> | <b>Description</b>                              |
|-------------|---|
| BLC1        | Gross Misconduct as outlined in 11.6 and 11.7   |
| BLC2        | Non-compliance with food/health and safety acts |

**Code Description**

BLC3	Discriminatory behaviour
BLC4	Trading on days & times other than on Licence
BLC5	Non-payment of Licence Fees
BLC6	Obstructing the path of fire services
BLC7	Failure to remove stall in emergency event
BLC8	Setting up prior to commencement times
BLC9	Depositing Refuse causing hazard
BLC10	Failure to produce a valid Licence agreement
BLC11	Commodities other than on Licence being sold
BLC12	Stalls & goods not removed after trading
BLC13	Prices not displayed for goods on sale
BLC14	Using receptacles not approved by council
BLC15	Playing amplified music without permission
BLC16	Licensee Vehicle not removed/entering before time
BLC17	Oversized trading
BLC18	Failure to operate from position indicated on licence
BLC19	Failure to supply copy of public liability insurance
BLC20	Persons not treated fairly & with courtesy
BLC21	Staff not competent, courteous & helpful
BLC22	Suspended electrical cables—not proper clearance
BLC23	Stalls not easily & immediately removable
BLC24	Display of advertisement other than for goods on sale
BLC25	Notification of change of address not given
BLC26	Notification of change of assistant not given
BLC27	Failure to give assistance to council officers
BLC28	Licensee or registered assistant not in personal attendance
BLC29	Improper use of electrical equipment or gas cylinders
BLC30	Unfounded/malicious allegation
BLC31	Failure to notify food stall storage address details
BLC32	Breach of any other condition not listed above

- 12 Should the Licensee be issued TWO Breach of Licence Condition Notices in a SIX month period or THREE in a TWELVE month licence period, The Authorised Officer may serve immediate notice to quit and will fully revoke the Licence.
- 13 Appeals against Breach of Licence Condition Notices or Gross Misconduct should be made in writing to The Authorised Officer within 21 days of the date of the issue letter.
- 14 Appeals will be heard by The Authorised officer.
- 15 On cancellation of this Licence the Licensee will return all keys issued in respect of the Market Place.

**SIGNED** by IAN DYER  
for and on behalf of

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**EPSOM & EWELL BOROUGH COUNCIL**

**SIGNED** By

)

Date

And by

**LICENSEE FULL NAME**

**SIGNATURE**

Date