

TENTERDEN TOWN COUNCIL

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TENTERDEN STREET MARKET TRADING AGREEMENT 1st April 2019 to 31st March 2020

The **Tenterden Town Council** being the street trading consent holder for the above market authorises;

| | |
|--|----------------|
| Name | (“the trader”) |
| Address Postcode Email Tel. No. | |
| Description of stall/vehicle authorised | |
| Goods authorised for sale | |

to trade at the Friday Tenterden street market subject to the conditions specified below.

Signed.....(Trader)

Dated.....

Signed.....(on behalf of Tenterden Town Council)

Dated.....

Conditions

1. Tenterden market operates on Fridays between 8.30am and 2.30pm, except where extension to these times are confirmed by the Council (up to a maximum of 10 hours from 06:00 to 16:00 hours). Consent holders must adhere, and only trade, within these timings.
2. Town Events which cover the High Street will take priority over the Street Market; Market Traders could apply to the Organisers direct if they wished to participate. Notice of such Events would be issued to Traders well in advance.
3. A reduction in pitch fee to £10 will be introduced from Friday 19th April 2019 for a period of 3 months. This reduction will only apply if an improvement is made to the appearance of the market. To this end:
 - All vehicles must be removed and parked away from the market. No reduction in pitch fee will apply to any stall if any vehicle remains.

The installation of barriers to cordon off the rear of the market stalls is being investigated and may be implemented at a later date.

4. This authorisation may be revoked at any time by the Council and may be surrendered at any time by the holder.
5. This authorisation shall not be assigned or transferred.
6. Authorisation is required in respect of each street trading unit, i.e. for each vehicle, stall or other street trading facility or structure used as a sales point.
7. The consent holder and/or his/her employees or assistants shall sell/offer for sale only goods as specified in this authorisation
8. The holder of this consent shall indemnify the Council against any claims in respect of injury damage or loss arising out of the grant of this consent (except insofar as any claim in respect of injury damage or loss is attributable to the negligence of the Council) and shall maintain a public liability insurance policy with a limit of indemnity of up to £2 million for any one incident. The consent holder shall produce the certificate of insurance and any renewal thereof within 24 hours of the original expiry date.
9. The holder of this authorisation or their assistant shall inform the Council of any arrest, conviction, caution or fixed penalty notice they are subject to within seven days of the occurrence.
10. The holder of this authorisation or their assistant shall inform the Council of any change of address or contact number within seven days of the event.
11. When departing from a street trading location, the holder of this authorisation shall ensure, as far as is reasonably possible, that the location and surrounding area is cleared of waste (including litter caused by members of the public) arising from the trading. No waste matter shall be discharged into or allowed to enter any highway drain or water course. (NB: for these purposes the term 'surrounding area' refers to all private and public land that is open to the air, within a 50 meters radius from the trading location over which the public have access).

12. The holder of this authorisation shall provide and maintain at their expense adequate refuse receptacles for litter.
13. The holder of this authorisation shall not trade in such a way that is likely to cause undue obstruction to any part of any street or private place.
14. The holder of this authorisation shall not trade in such a way that is likely to cause damage to any property in the street.
15. The holder of this authorisation shall not trade in such a way as to cause a nuisance or annoyance to persons using the street or public place, or occupiers of premises in the vicinity. Noise from equipment used in conjunction with consented street trading activity shall not be audible inside nearby noise sensitive property (e.g. dwellings, offices, etc).
16. The authorisation relates only to the unit described in the application or as specified in the permission granted to the consent holder. The unit may not be replaced or altered without the written permission
17. The consent holder shall observe, perform and comply with all relevant statute law, common law and byelaw provisions, including Road Traffic Regulation Orders.
18. The display of advertising signs, other than on the unit itself, is prohibited.
19. The Council may vary or make additions to these conditions at any time.
20. Nothing in these conditions shall relieve or excuse the consent holder or their assistants from any legal duty or liability.
21. Street trading from the unit to which these conditions apply shall be limited to the location, days of the week and between the hours stated in the consent.
22. Every street trading unit and any vehicles or equipment associated with it shall be removed from the site at the end of the day unless prior permission is granted by the Council
23. The Council reserves the right to revoke this authorisation if the applicant has not, without reasonable cause, traded at the site on a regular basis. In such circumstances an authorisation may be granted to another trader.
24. Street trading shall not be carried on at any time unless the appropriate pitch fee has been duly paid to the Council.
25. The consent holder must ensure the designs of the stalls meet the requirements of the Council.

DEFINITIONS

In these conditions:-

- "The Act" means the Local Government (Miscellaneous Provisions) Act 1982;
- "The Council" means Tenterden Town Council;
- "Consent holder" means any person, not under 17 years of age, who is licensed by the Council to engage in street trading under Section 3 and the fourth Schedule of the Act;
- The term "street trading unit" in this consent includes any stall or mobile shop or similar vehicle from which trading is conducted;
- "Market Trader" refers to those trading as part of the Tenterden Market;
- "Assistant" means any person, (not being a consent holder trading under the authority of and in accordance with any condition of a street trading consent) who engages in street trading on or from a stall which is under the control of a consent holder whether in return for payment or not and has been notified to and approved by the Council;