

SHEFFIELD CITY COUNCIL

Street Food Trading

Market Licence

Market Licence Number:

THIS LICENCE is made on day of 20.....

This Licence Agreement is made Between:

(1) THE SHEFFIELD CITY COUNCIL of Town Hall, Sheffield, South Yorkshire S1 2HH
(‘the Licensor’)

and;

(2)
.....(‘the Licensee’)

CLAUSES AND CONDITIONS OF LICENCE

CLAUSES

1.0 DESIGNATION

Designated Day(s):

Designated Hours:

Designated Site:

2.0 LICENCE PERIOD

Licence Commencement Date:

Licence Expiry Date:

2.1 The licence period shall be the period from the date that the licence comes in to force as specified above, until the date that the licence expires as stated above (This will normally be a twelve-month period), unless specified otherwise, suspended, revoked or terminated as notified in writing.

3.0 DISCIPLINARY

3.1 For any breach of these clauses, conditions, byelaws, and/or the regulations the penalties as set out in the Street Food Initiative, Market Licence Regulations will apply.

First infraction – Formal written warning

Second infraction – Three days suspension from trading on the market / site

Third infraction – Seven days suspension from trading on the market / site

Fourth infraction – Permanent exclusion from the market / site

4.0 LICENCE FEE

4.1 **The amount:** of £.....POUNDS (inclusive of VAT) is payable on a quarterly basis in advance (or such other amount as the Licensor in its absolute discretion may from time to time determine on giving ONE MONTH'S notice) payable on the 1st day of November, February, May, and August.

5.0 THE MARKET / SITE & STALL

5.1 **Market:** means the City Centre Street Food Trading Market

5.2 **Site:** means

5.3 **Stall:** means any vehicle, trailer or cart as approved by the Council

6.0 PERMITTED GOODS

6.1 Hot & Cold Drinks (Excluding Alcoholic Drinks)

7.0 PLAN / LOCATION

7.1 As per the plan attached to this licence marked "Plan"

8.0 CODE OF CONDUCT

8.1 Means that the licensee(s) and their employees must conduct themselves in a reasonable and orderly manner at all times and in particular must not use offensive or obscene language in any circumstances.

8.2 Full details of the code of conduct are set out in the Street Food Initiative, Market Licence Regulations.

Please note: The schedule of conditions and the paragraph headings shall not affect the interpretation of this agreement.

9.0 THE SCHEDULE

- 9.1 This schedule forms part of this licence agreement and shall have effect as if set out in full in the body of the agreement and any reference to this agreement includes the schedule[s]. Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 9.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 9.3 A reference to “writing” or “written” in this agreement excludes faxes.
- 9.4 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to prevent such act or thing being done by a third party.
- 9.5 References to conditions and schedules are to the conditions and schedules of this licence; references to paragraphs are to paragraphs of the relevant schedule.
- 9.6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

10.0 LICENCE TO OCCUPY

- 10.1 Subject to the terms and conditions of this licence, the licensor permits the licensee to use the agreed vehicle, trailer, cart on the designated day(s) specified for the retail trade and sale of the permitted goods during the designated hours.
- 10.2 The Licensee acknowledges that:
- 10.3 The Licensee shall use the vehicle, trailer or cart on the day specified as a licensee and that no relationship of landlord and tenant is created between the licensor and the licensee by this agreement.
- 10.4 The licensor retains control, possession and management of the stall and the licensee has no right to exclude the licensor from the stall.
- 10.5 The licence to use the site / stall granted by this agreement is personal to the licensee and is not assignable (transferrable) and the rights given in the clauses above may only be exercised by the licensee.
- 10.6 Without prejudice to the rights under the terms set out above, the licensor shall be entitled at any time to require the licensee to transfer to an alternative site / stall elsewhere and the licensee shall comply with such requirement.

11.0 TERMINATION

- 11.1 The licence to occupy granted by this agreement shall end on the earliest of:
 - a. The licensor giving notice to the licensee at any time of breach of any of the licensee's obligations set out in this licence.
 - b. On not less than 14 days' notice given by the licensor to the licensee or by the licensee to the licensor.
 - c. Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

12.0 NOTICES

- 12.1 Any notice (or other communication) required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, to each party required to receive the notice or communication as set out below:
 - a. To the licensor at: The Moor Market, 77 The Moor, Sheffield . S1 4PF and marked for the attention of the Markets Manager.
 - b. To the Licensee at:
 - c. Or as otherwise specified by the relevant party by notice in writing to each other party from time to time.
- 12.2 Any notice or other communication shall be deemed to have been duly received:
 - a. If delivered personally, when left at the address and for the contact referred to in this clause; or
 - b. if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting;
- 12.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.
- 12.4.1 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.0 OTHER AGREED PROVISIONS

- 13.1 The licensor reserves right to close the market / site and/or change opening hours/days as circumstances dictate.

14.0 LIMITATION OF LICENSORS LIABILITY

14.1 Subject to the above clauses, the licensor is not liable for:

- a. The death of, or injury to the licensee, its employees, customers, visitors, or invitees to the stall / site; or
- b. The damage to any property of the licensee or that of the licensee's employees, customers, visitors, or other invitees to the stall / site; or
- c. Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by licensee or the licensee's employees, customers, visitors, or other invitees to the stall in the exercise or purported exercise of the rights granted within these clauses.

14.2 Nothing in these clauses shall limit or exclude the licensor's liability for:

- a. Death or personal injury or damage to site / stall caused by negligence on the part of the licensor or its employees or agents; or
- b. Any matter in respect of which it would be unlawful for the licensor to exclude or restrict liability.

CONDITIONS

The Licensee agrees and undertakes:

- 1.0 To pay to the licensor the licence fee (whether formally demanded or not). The licensee agrees to pay the licence fee by direct debit / debit or credit card but in event of default the licence fee shall remain payable.
- 2.0 Without prejudice to the other rights of the licensor in this agreement, the licensee shall have the right to suspend the provisions of this licence if the licence fee or any part of it remains unpaid and it shall remain suspended until such time as the outstanding licence fee has been paid in full.
- 3.0 To keep the site / stall clean, tidy and clear of waste and refuse and place all waste and refuse which may be produced or which may accumulate in the course of trade from the site / stall in the receptacles provided by the licensor as often as may be necessary to keep the site / stall clean and tidy.
- 4.0 Not to use the site / stall other than for the retail trade and sale of the permitted goods.
- 5.0 Not to make any alteration or addition whatsoever to the stall without the prior written consent of the licensor.
- 6.0 Not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the site / stall without the prior written consent of the licensor.
- 7.0 Not to do or permit to be done on the site / stall anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the licensor, members of the public or any other market trader.

- 8.0 Not to do anything that will or might vitiate in whole or in part any insurance effected by the licensor in respect of the market.
- 9.0 To observe and comply with the clause, conditions, byelaws, and regulations governing the licensee's use of the site / stall.
- 10.0 To comply with Health and Safety Legislation, Food Hygiene Legislation and Consumer Legislation and all Acts of Parliament, rules and regulations, byelaws of the Local Authority and other official bodies relating to the sale of goods, trading and employment.
- 11.0 To leave the market / site empty and in a clean and tidy condition at the close of normal business hours on each designated day.
- 12.0 To take out Public Liability Insurance with a minimum cover of £5M in respect of accidental damage caused to the public in respect the permitted goods or the licensee's property and to produce evidence of such insurance to the licensor upon request
- 13.0 Not under any circumstances to encroach with goods or display equipment beyond the perimeter of the stall.
- 14.0 Not to alter the stall structure in any way that compromises the safety of the stall as determined by the duly appointed officer of the licensor.
- 15.0 Not to sell or display for sale any merchandise whatsoever from the site / stall other than the permitted goods and to make a written application to the licensor if any variation to the permitted goods is sought and the decision of the licensor in relation to the application shall be regarded as final.
- 16.0 Not to cause any damage to the site equipment and to repay to the licensor the cost of making good any damage to the site caused by the licensee.
- 17.0 To keep the stall open and properly attended for the sale of the permitted goods during normal business hours unless consent in writing to the contrary is obtained from the licensor.
- 18.0 Access the site with vehicles for the purposes of locating the stall, setting up, loading and unloading goods before 9:00am and after 5.00pm for removing the stall and clearing the site on the designated day(s). All vehicles must be clear of the market area / site during normal business hours.
- 19.0 To immediately notify the licensor if they change their name, address or telephone number.
- 20.0 To comply with all reasonable instructions given by the Licensor's Authorised Officer(s), Police and/or Fire Officer(s)
- 21.0 To indemnify the licensor and keep the licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - this licence;
 - any breach of the licensee's undertakings set out above; and/or
 - the exercise of any rights given in this licence
- 22.0 Any breach of the terms and conditions set out in this licence will automatically incur the relevant disciplinary penalties, the above list is not exhaustive and if it is found that a

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