



**High Peak Borough Council**

*working for our community*

# **New Mills Market Traders**

## ***Market Licence***

**2022**

**High Peak Borough Council**

**Town Hall**

**Buxton**

**Derbyshire**

**SK17 6EL**



(4) To operate and manage the Market on (Fridays and Saturdays) or any other days as agreed with the Council in writing ('Market Days') of each week during normal shopping hours (i.e. 8am to 5pm).

(5) To manage and let the stalls within the Licence Area.

(6) Not to obstruct street furniture (or ornamental flower beds (if any)) in the vicinity of the Licence Area.

(7) To only bring vehicles into the Licence Area (save for vehicles which have been appropriately adapted for the sale of certain goods (e.g. hot foods, fresh fish, fresh meat etc) or vehicles which remain parked throughout the period of operation of the market in a location specified in the Licensee's layout plan for the market) for the immediate unloading or loading of the vehicles and to remove the vehicle(s) immediately the unloading has been completed and not to bring vehicles into the Licence Area for whatever reason between the hours of 9.00am and 3.00pm on Market Days or such other times as the Council deems appropriate according to weather conditions

**PROVIDED FURTHER** that no vehicles are permitted to be parked on the pavement area at any time.

(8) Not to place or permit to be placed any tables fittings equipment or goods whatsoever beyond the boundaries of the stalls or the Licence Area either on the ground or hanging from the stalls.

(9) To fully and effectively indemnify and keep indemnified the Council from and against all losses (including loss of life) claims demands actions proceedings and costs of any nature whatsoever arising out of or in connection with or incidental to the use and occupation of the Licence Area during the Licence Period.

(10) To effect public liability and employer's liability insurance with a reputable insurance company to the minimum amount of five million pounds (£5,000,000) public liability and ten million pounds

(£10,000,000) employer's liability in respect of any one claim and to deposit a copy of such policy of insurance with the Council at its offices during the Licence Period.

(11) Not to assign sell or transfer directly or indirectly to any person or persons whatsoever the whole or any portion of this Licence or sub-contract the stalls, operation or management of the Market to any person, persons or organization whatsoever.

(12) To be responsible for any damage caused to the highway surfaces pavements and street furniture as a result of the use of the Market and to reimburse the Council for the cost of any works necessitated in rectifying any damage caused.

(13) To provide adequate facilities for the storage and disposal of refuse generated by the stallholders and to ensure that at all times there is no build up of litter or other refuse and that the Licence Area and adjacent areas to which the public have access are left in a clean and tidy condition

(14) To comply and ensure that all stallholders comply with any relevant provisions of Health and Safety legislation and all other regulations or statutory requirements

(15) To prohibit stalls and pitches from being assigned let transferred or otherwise disposed of by existing stallholders for payment rent or other consideration.

(16) Not to receive obtain or demand the payment of any premium amount rental or other consideration for the granting siting or allocation of a stall or stalls on the Licence Area to any person except as otherwise provided in this Licence.

(17) To ensure that the Market is locked up and made secure at the end of each Market day.

(18) To ensure all stalls in the Licence Area are maintained and kept in good repair (including the roller security blind).

(19) To ensure that all water appliances electrical appliances electricity supply points and meters on the Licence Area are maintained in good working order and that all portable electrical

installations connected to the mains supply are PAT (portable appliance testing) tested appropriately and that fixed electrical installations are tested periodically by qualified personnel in line with the regulations governing such matters at the time of testing. All associated receipts and payments of such matters referred to in this sub clause are to be dealt with directly between the Licensee and the various suppliers/providers.

4. The Council hereby agrees with the Licensee:-

1. To permit the Licensee to operate and manage the Market in accordance with this Licence without interference during the said Licence Period provided that the Licensee performs its obligations specified herein.
2. To retain responsibility for the structural integrity of the embankment store area (excluding the roller security blind) and safety railings within its ownership.
3. Nothing in the Licence hereby granted shall be construed as creating a tenancy or lease and at no time will the Licensee have the exclusive right to use the Licence Area or any part thereof.
4. It is hereby agreed and declared that if any of the conditions and agreements on the part of the Licensee herein contained shall not be performed or observed and the Licensee having first been advised in writing of the relevant breach and given an opportunity of rectifying the same and fails to do so if the Licensee shall become bankrupt or shall have a receiving order or administration order made against it or shall make any composition or arrangement with or for the benefit of its creditors or shall make any conveyance or assignment for the benefit of its creditors or shall purport to do so or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of its estate or a trust deed shall be granted by it on behalf of its creditors then the Council shall be at liberty to determine this Licence upon giving to the Licensee 28 days notice in writing to that effect but without prejudice to the Council's right of action which may have accrued as a result of earlier breaches of any of the conditions and agreements on the part of

the Licensee imposed by this Licence or any claim that the Council may have for outstanding payments due under this Licence at the date of such determination.

5. It is further hereby agreed that the items/services detailed in the attached Appendix shall from the date of this Licence transfer to and become the responsibility of the Licensee.

6. Any notice to be served as aforesaid shall be in writing and shall be served upon the party to whom it is addressed by sending it by recorded delivery post to the last known address in England of the Licensee in the case of notices to the Licensee and to the Chief Executive at the offices of the Council.

7. This Licence is personal to the Licensee and may not be assigned.

8. For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers or duties and obligations in the exercise of its functions as a local authority.

**AS WITNESS** the Common seals of the parties hereto have been hereunto affixed the day and year first before written

**THE COMMON SEAL** of  
**HIGH PEAK BOROUGH COUNCIL**  
was affixed hereto in the presence of

Solicitor

**SIGNED** as a **DEED** and **DELIVERED**  
by the said **DARREN BLAIN**  
in the presence of :

*Witness signature*

*Witness name*

*Witness address*

**SIGNED** as a **DEED** and **DELIVERED**  
by the said **CHRIS LOMAS**  
in the presence of :

*Witness signature*

*Witness name*

*Witness address*

**SIGNED** as a **DEED** and **DELIVERED**  
by the said **DAVID MELLOR**  
in the presence of :

*Witness signature*

*Witness name*

*Witness address*

## Appendix

- 6 tubular galvanised steel erected stalls
- 2 Store rooms
- 1 Bin store
- 1 preparation room with single sink with water heater above.
- 2 toilets with 2 hand wash sinks with water heaters above