

**11a Report on Markets**

**Purpose:** to provide a report on market activity over the last 9 months and review the market licence policy

**Recommendation:**

11a That Council notes the market report.

**Background**

Wem Town Council took back the management of the market rights on 1.4.23 and the running of the weekly outdoor market on 1.6.23. Under resolution 380/22 permission was given for the Town Hall to run the weekly indoor market until 31.3.25.

**Weekly Outdoor Market**

The outdoor market has varied in the number of traders from up to 10 pitches some weeks in the summer months to around 5 in the winter months. The outdoor market stalls are more traditional in nature than some of the indoor market stalls with fruit and veg and fresh fish being very popular. Over the year some outdoor traders have been lost to Ellesmere Market which has started trading on a Thursday and the indoor traders from Whitchurch Market have chosen to trade indoors at Wem Town Hall.

Work has been carried out to try and attract new outdoor traders. This has included producing flyers and visiting neighbouring markets to encourage people to try Wem as well as encouraging people who trade on an infrequent basis to try and trade more regularly. This has resulted in some new traders starting at Wem but for various reasons they have not been able to commit to a regular weekly pitch.

Market promotions have been considered but current traders have stated that they would rather more traders were encouraged to try the market than running promotions to attract customers.

Market income has been slightly higher than budgeted for the year and this is due to £2000 income received from the issuing of market licences. Market rents have accounted for around £1500 of income which equates to an average of £35 per week being received from rents over the 10 month period.

**Grants and Promotion**

An application to the UKSPF has been successful and allowed new gazebos to be purchased along with the installation of signs at the entrances to the town. Along with the new logo designed by Wem Town Hall this has given the market a more professional identity. In addition to this, posters have been placed around the main car park highlighting market day as well.

Going forward a regular advert is to be placed in The Wemian promoting the outdoor market and seeking new traders.

**11b Review of Market Licence Policy**

**Purpose:** review the Market Licence Policy

**Recommendation:**

11b That Council approves the amendment to condition 3 of the Market Licence Agreement.

Market Licences have been issued for a variety of commercial and non-commercial markets that have been held within the boundaries of the market rights. These have ranged from monthly markets held outside of the town to larger community events with a market element.

There are no suggested changes to the Market Licence Policy itself, however the Council has been asked to amend condition 3 of the Operators Obligations in the Market Licence Agreement as detailed below (Full document can be seen in appendix A).

3. The Markets Operator will at all times maintain in force a public liability policy or policies of insurance for the market providing single accident indemnity limits of not less than **Five Million Pounds** (£5,000,000) and will supply the Council with a copy of the policy or policies of insurance when making an application for a markets licence.

Due to cost of small non-food traders securing £5 million public liability insurance it is requested that this condition is amended to state,

3. The Markets Operator will at all times maintain in force a public liability policy or policies of insurance for the market providing single accident indemnity limits of not less than **Five Million Pounds** (£5,000,000) **for any stalls selling food in any form and not less than One Million Pounds (£1,000,000) or non food stalls** and will supply the Council with a copy of the policy or policies of insurance when making an application for a markets licence.

**Market Licence Agreement**

issued by Wem Town Council under the provisions of Part III of the Food Act 1984

**THIS 'AGREEMENT'** is made the BETWEEN Wem Town Council, Wem Library, 3 High Street , Wem, SY4 5AA (hereinafter called "**the Council**") and (hereinafter called "**the Markets Operator**".)

**Details of Market Approved by the Council under this Markets Licence:**

Name & location of Market

Date of Market

Frequency of Market

Licence Fee

Licence Period (12 months maximum – licence must then be renewed)

Additional Information

**Recitals:**

- i. The Council has the powers to operate and regulate markets within Wem Town and its boundary under the provisions of Part III of the Food Act 1984.
- ii. The Council has adopted a Markets Policy which covers the granting of licences to hold markets and this Agreement is governed by the requirements of the current Policy.
- iii. The Council has agreed to grant a markets licence to the Markets Operator subject to the terms set out in this Agreement.

**Operator's Obligations:**

The Markets Operator agrees to operate the approved market in accordance with the terms set out below:

1. The Markets Operator will hold the market in accordance with the approval given by the Council including the payment of all relevant fees prior to the market being held.
2. The Markets Operator will comply with the requirements of the markets licence as set out in this Agreement and the Council's Markets Policy.
3. **The Markets Operator will at all times maintain in force a public liability policy or policies of insurance for the market providing single accident indemnity limits of not less than Five Million Pounds (£5,000,000) and will supply the Council with a copy of the policy or policies of insurance when making an application for a markets licence.**
4. In respect of commercial markets, the Markets Operator must ensure that all stallholders have their own adequate insurances in place including a minimum of five million pounds public liability insurance.
5. The Markets Operator will maintain records of all traders using the market and undertakes to make such records available for inspection by the Council upon request.
6. The Markets Operator must ensure that the market is operated in accordance with all statutory requirements and in compliance with all Acts of Parliament, bye-laws and regulations affecting the market area, road-closures / traffic management, public entertainment, the sale of goods /alcohol at the market or any business carried out in the market.
7. The Markets Operator must obtain all relevant approvals in respect of highways, planning and other legal and statutory requirements prior to the market being held and ensure that all information regarding such approvals is available for inspection by the Council upon request.
8. The Markets Operator undertakes not to cause any nuisance or annoyance to anyone affected by the holding of the market.
9. The Markets Operator undertakes to make adequate arrangements for the disposal of waste material and to leave the market site in a clean and tidy condition at the conclusion of the market.
10. The Markets Operator must provide suitably qualified persons and all equipment necessary to safely operate, administer and provide security to the market.
11. The Markets Operator shall be present or arrange for a suitably qualified representative to be present on site at all times that the market is in operation.
12. The Markets Operator must ensure that all market stalls are maintained in a clean state and their structures kept in good condition.
13. The Markets Operator must ensure that all walkways and spaces between stalls shall be kept clear of stock, empty boxes and any other trip or slip hazards.
14. The Markets Operator must ensure that adequate access is maintained for the emergency services at all times.
15. The Markets Operator must ensure that any trader selling foodstuffs on a market shall comply with current Food Safety legislation including having appropriate hand-washing facilities.
16. The Markets Operator must ensure that all food traders are registered with their local food safety authority. Authorised Officers of the Council may carry out health and safety inspections of the market site, facilities, individual stalls and vehicles.
17. The Markets Operator must endeavour that any disturbance to nearby homes and businesses is kept to a minimum.
18. The Markets Operator must ensure that any electricity generators used are fit for purpose and comply with current best-practice guidelines in terms of noise and emission levels.
19. The Markets Operator shall not permit raffles or collections save with the knowledge and licence (if necessary) of the licensing department of the Council.

20. The Markets Operator is required to maintain a plan of the layout of the market and make such a plan available to the Council when applying for a markets licence.
21. The Markets Operator must maintain an adequate risk assessment plan covering all aspects of the operation of the market and must take steps to minimise identified risks wherever possible. The risk assessment plan must be made available for inspection by the Council upon request.
22. This Agreement may be rescinded if the Markets Operator commits any material breach of the obligations provided for under this Agreement or materially fails to perform any of the terms and conditions contained in the Agreement.
23. The Markets Operator shall not assign transfer sub-contract or licence the benefit of this Agreement without the prior written consent of the Council
24. The Markets Operator is not and shall in no circumstances hold themselves out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to performance, variation, release or discharge of any obligation contained in this Agreement.
25. The Council shall be free to operate any other market on any day or at any location in accordance with its Market Rights and this Agreement does not grant the Markets Operator a right to operate any other market.
26. The Council shall not be liable for the deaths of or injury to any person or for damage to any property or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Markets Operator or any employee of the Markets Operator or any person or body authorised by the Markets Operator to be within the market area nor shall it be liable for any such loss suffered by a visitor or member of the public except where caused by the proven negligence of the Council.
27. The Markets Operator shall indemnify the Council against all actions proceedings costs claims demands damages charges and expenses whatsoever arising out of the discharge of this Agreement.

#### **Declaration:**

**Failure to comply with any of the obligations as set out above may result in the consent to hold a market being withdrawn.**

By signing this form, you agree to operate the market in accordance with the Operator's obligations set out above and agree to indemnify the Council against any loss or liability which may be incurred as a result of a market licence being granted.

Signed on behalf of the Markets Operator:

Print Name:

Name of Business or Organisation:

Position:

Print Name: P O'Hagan

Signed on behalf of the Council:

Position: Town Clerk