

Wem Town Council Application for a Market Licence

Please read this information prior to completing the form below

Wem Town Council (the Council), by virtue of its statutory powers, enjoys market rights throughout Wem and is in a position to license market events within Wem and within a 6 2/3rd mile radius of its current markets.

The Council has adopted a Markets Policy which sets out the process via which the granting of licences to hold markets within these boundaries will be made and the criteria against which applications will be assessed. The current Markets Policy is available to view at www.wem.gov.uk/markets or a hard copy available on request from the Town Council on 01939 232733.

Please make sure that you have read the current Markets Policy and fully understand the Council's requirements in relation to markets before you submit an application.

A market is defined as being comprised of not less than five stalls, stands, vehicles, whether moveable or not or pitches from which articles are sold and normally there will be a range of different sellers. Car boot sales, antique and craft markets, general markets, food markets, farmers' markets, charitable markets and markets held as part of a bigger event all fall within the remit of the Markets Policy adopted by the Council.

If you wish to operate a market within Wem it will be necessary to obtain a markets licence from the Council. To enable the Council to assess your application you must fully complete the application form below and provide any supplementary information and documentation that is required.

The Council operates a market within Wem under the provisions of Part III of the Food Act 1984. Under the terms of the Council's current Markets Policy no new commercial market will be authorised within 6^{2/3} miles of an existing licensed market unless it can be demonstrated that the new market will not undermine the existing market and not prejudice the Council's overall market offer.

You must submit the application form, together with all relevant supporting information, at least 20 working days in advance of the proposed market. You must not hold a market until you have confirmation that your application has been approved, a markets licence has been drawn-up and signed by both the Council and the operator. A fee may be required in respect of the markets licence, received

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by the Council.

It is important that in addition to obtaining a markets' licence you also secure any other relevant approvals / consents in respect of the holding of the market. This may include planning approval or other statutory operational requirements such as a licence to sell alcohol. It is also important that you have the approval of the owner of the land on which it is proposed to hold the market.

Application form for a Market Licence issued by Wem Town Council under the provisions of Part III of the Food Act 1984

Section 1: Your Details

The information provided in this section relates to the person submitting the application (the Markets Operator) the details of which will be used in any subsequent licence agreement.

Your full name

Name of your business or organisation (the Market Operator)

Type of organisation e.g. commercial business / charity

Your position within the organisation

Address including postcode

Telephone and email

Section 2: About the Market

What type of market are you applying for? (Please tick only one box)

General Market

Car Boot Sale

Antique / Craft Fair

Food Market

Farmers' Market

Other (please specify)

What will be the name of the market?

Where is the market to be held? (Please be specific as possible and attach a site plan with the boundary of the proposed market area outlined in red and the proposed stall layout shown. Please also specify the current use of the site e.g. car-park, public highway, building etc).

How many stalls, pitches, stands will there be?

Please provide details of the type of goods that will be sold and whether such goods will be new or used. Please also provide details of any food / drink items that will be sold.

Please provide details of any entertainment that will accompany the market.

When will the market be held?

How often will the market be held?

One-off	<input type="checkbox"/>	Please provide date	<input type="text"/>
Daily	<input type="checkbox"/>		
Weekly	<input type="checkbox"/>	Which day of the week?	<input type="text"/>
Monthly	<input type="checkbox"/>	Which dates in the month?	<input type="text"/>
Other	<input type="checkbox"/>	Please attach a list of dates	

Please give the trading times of the market:

Will alcohol be on sale at the market? (Please tick)

Yes No

Section 2: Operational Issues

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Please provide details of the arrangements you will make to deal with the **waste** that will be generated by the market.

Please provide details of the arrangements that you will make to supply **power** (if required) to the market. Please note that any electricity generators used should be fit for purpose and comply with current best-practice guidelines in terms of noise and emission levels.

Please provide details of any **traffic management arrangements** associated with the market. Please include information on nearby **car parking provision** and any **road closures** required.

Section 3: Community based markets with a strong charitable element

Please complete this section only if the market will be held with the intention of

raising funds for a specific charity or celebrating a special event.

Where the market is to be operated on a non-profit making basis to assist a charity or community event then the licence fee may be waived. While it is acknowledged that some traders will be selling goods for their own purposes, the Council will look for the event to have a strong charitable element.

Details of the charity / good cause / or special event being celebrated

Before submitting your application, please confirm that you have completed the following:

Obtained written approval from the land / building owner (if market is to be held on private land)

Obtained planning consent (if required) for the market

Completed a risk assessment in connection with the proposed operation of the market (you should include arrangements for vehicle movement, pedestrian safety, loading and unloading, traffic management, allocation of trading positions, use of cooking equipment, first aid and emergencies, food safety, provision of welfare facilities and erecting and dismantling of any equipment used in conjunction with the holding of the market).

Section 4: Licence Fees

A licence fee may be payable once an application for a market licence has received in-principle approval from the Council. In these circumstances the licence

agreement will not be drawn-up by the Council until the appropriate fee has been received. All fees should be made payable to Wem Town Council.

The licence fee will be dependent on the type of market being held. The licence fee for commercial markets will be based on the size of the market and the frequency of the market..

Section 5: Declaration & Additional Information

In addition to obtaining a markets' licence the Markets Operator is responsible for obtaining all other relevant permissions / consents to enable the market to operate legally and safely. If you are unsure about any aspect of this application or related consents, then please contact the Council for guidance before signing below.

The information that you have provided in support of your application for a markets licence will be kept private and confidential although the Council may use such information for the prevention and detection of fraud. The Council also reserve the right to share the information you have provided with other bodies when required by law, statutory requirement and in respect of crime prevention and detection.

In signing and submitting this application, you confirm that all the details you have provided are correct and you undertake to notify the Council of any changes to this information within five working days of such changes arising. The Council reserves the right to request additional information before a decision is taken on your application for a markets licence.

Please tick the following boxes to confirm that you have included the following documents with this application:

Site location plan showing the boundary of the market area and the proposed layout of the stalls / pitches

A copy of your public liability insurance certificate (£5 million minimum cover required)

Market licence applications will not be determined unless these documents have been supplied.

By signing this form you agree to operate the market in accordance with Wem Town Council's Markets Policy and agree to indemnify the Council against any loss or liability which may be incurred as a result of a market licence being granted.

Please sign to accept the above terms and conditions:

Signed:

Please print name:

Name of Business or Organisation:

Position within Organisation:

Date:

Completed applications, including all supporting documents, should be submitted to:

Wem Town Council
Edinburgh House
New Street
Wem

Tel: **01939 232733** info@wem.gov.uk

Licence Agreement

Market Licence Agreement

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

THIS 'AGREEMENT' is made the () day of () TWO THOUSAND AND ()
) BETWEEN Wem Town Council, Edinburgh House ,New Street, Wem SY4 5DB
(hereinafter called "**the Council**") and (insert name)
of (insert address
) (hereinafter called "**the Markets Operator**".)

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

Name & location of Market

Date(s) 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 within the boundary of Wem Town Council 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

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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.

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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

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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:

Signed on behalf of the Council:

Print Name:

Position:

Market Licence Fees 2023-24
As proposed by market working party

Market	Charge per market held
Farmers Market	£60
New commercial market	£60
Existing commercial market outside of town centre	£30
Charity / community markets	£20
Town Hall weekly market	£30