

Sunday speciality markets / events 2019



Leicester Outdoor Market

Terms and conditions

Please read the following carefully and return with your tender form

1. Definition

- 1.1. In these terms and conditions the terms “you” and “yours” refers to the person or organisation that is applying to host a market or event.
- 1.2. Leicester City Council operates the site. The Terms “Leicester Market” and “Leicester City Council” are interchangeable within the context of this document.

2. Application

- 2.1. A completed Tender Form must be sent in the first instance with the relevant documentation. You will then be notified in writing if you have been successful.

3. Payment

- 3.1. Should your application be successful, the full fee you have tendered will be invoiced to you 14 days before the market/event.
- 3.2. Leicester City Council reserves the right to alter charges at its discretion.
- 3.3. Leicester City Council does not bind itself to accept the highest or any tender but if a tender is accepted and later withdrawn by the contractor within 14 days of the event Leicester City Council then requires the full amount tendered.

4. Insurance

- 4.1. You, as the host are obliged to have public liability insurance cover to the value of £5m. Please forward a copy with your tender form.
- 4.2. You must ensure that all traders have public and product liability insurance to the value of £5m. Copies will be required by the Authority before the day of trading.

5. Licenses/registrations

- 5.1. If alcohol is being sold, it is up to you to apply for the appropriate license
- 5.2. Any food tenders must be registered with the food hygiene team of the local authority where they are based. All food businesses must have a food hygiene rating of at least 3 or have the permission to trade from their local authority until an inspection is carried out. Evidence of food hygiene ratings will be required before the day of the trading.

6. Losses

- 6.1. You acknowledge that Leicester City Council or any of its designated employees are not responsible or hold any liability for any financial losses incurred by you, or for any loss or damaged of your equipment, goods or personal belongings, or personal injury of employees working for or connected to you, either through burglary, fire, theft or due to inclement weather conditions, economic loss, or cancellation of the event regardless of reason. Leicester City Council does not guarantee numbers attending the event.

7. On site

- 7.1. Access to the site must be agreed in writing with Leicester City Council.
- 7.2. Traders must be set up to trade from the agreed time.
- 7.3. Traders must be off site by the agreed time
- 7.4. Hours of trading are to be agreed.
- 7.5. No amplified music or PA systems are allowed without written permission from Leicester City Council or its designated employees, noise levels must at all times comply with the site license.

Leicester City Council or its designated employees reserve the right to confiscate your sound equipment should it prove necessary for the duration of the market, at your risk and expense.

- 7.6. Care should be taken not to cause any damage or change, or to any of the fittings, equipment or any other property belonging to the site or to Leicester City Council. You shall pay for any damage, including accidental damage caused.
- 7.7. It is your responsibility to ensure that any rubbish from traders is properly disposed of in bins provided. You shall ensure that Leicester Market has been left tidy and in good order. If there is excessive litter caused by you, you will be charged for additional cleaning costs incurred. You will be required to recycle as much waste as possible. Some events such as food/drink-based events may incur additional charges for rubbish removal.
- 7.8. A risk assessment must be submitted to Leicester City Council prior to the event.
- 7.9. There should be no distribution of any printed material around the event site.
- 7.10 Vehicles will only be allowed on site for loading and unloading. There is no parking available.

8. Fire/gas/electricity/water

- 8.1. Power, where available is 2amp per stall.
- 8.2. There is one water point on site – please note this is near the cardboard compactor.
- 8.3. You will be required to supply your own fire extinguisher and fire blanket for each stall if there are open flames or where appropriate with electrical appliances.

9. Prohibited items

- 9.1. Smoking is prohibited behind the stall.

10. The successful tenderers will covenant:

To indemnify and save harmless the City Council from and against all actions, claims and demands which may be brought or made against the City Council either at Common Law or otherwise by reason of any accident or injury to any person or damage to or loss of property howsoever caused arising out of the placing of the vehicles and the sale of products there from and against all damages, cost and expenses occasioned to the City Council thereby or which the City Council may incur or be required to pay or bear by reason of or in consequence thereof.

11. Requirements

- 11.1 **Security** – depending on the nature of our proposal, your event may have a need for security for purposes of crowd management and control.
- 11.2 **Advertising** – you as the event organiser are responsible for marketing the event. We intend to support this by some of the following methods: sharing/liking/retweeting social media posts, information listing on our website.
- 11.3 **Representative** - it is a requirement that a representative from the Supplier is on hand during setup, take down and during the opening times of the Market(s) or event(s).
- 11.4 **First Aid** – You should have sufficient first aiders for your event.

12. Non-compliance

- 12.1 Leicester City Council and its designated employees reserve the right to remove you from the site, if you do not comply with the obligations as outlined within this document.

Declaration

I/we understand our obligations and regulations as laid out in this agreement and hereby undertake to abide by them and the instructions of Leicester City Council:

Signed:	
Print Name:	
Date:	