

CONSENT AGREEMENT

and

Skipton Town Council

AGREEMENT PERIOD

1st April 2025 – 31st March 2026

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DEFINITIONS - In this Consent Agreement:

Market	means the Market maintained by the Council and known as Skipton Market
Agreement	means this Consent Agreement
Council	means Skipton Town Council and its authorised officers
Trader	means an individual signatory to a current Consent to Trade Agreement authorising them to trade in the Market on specified Trading Days
Trading Day	means any of the days on which the Trader may erect the Stall on the Pitch as set out in this Agreement
Casual Trader	means an individual signatory to a current Consent to Trade Agreement authorising them to trade in the Market on a casual basis as set out in this Agreement
Market Officer	means the Council's appointed representative on the Market
Stall	means any structure erected within the confines of the Pitch appropriate to the permitted Trading Lines as set out in this Agreement
Pitch	means the area of the Setts on which the Trader may operate the Stall as set out in this Agreement.
Consent Fee	means the sum payable by the Council to secure the consent to trade
Setts (Market Setts)	means those parts of the cobbled areas on each side of the carriageway in the High Street and part of Sheep Street in Skipton designated for the holding of the Market
Staff	means anyone employed by the Trader to carry out any function in relation to the trading operation whether or not they receive any remuneration for carrying out those functions.
Trading Lines	means the product categories, drawn from the Council's list of approved product categories, which the Trader has been given permission to sell as set out in this Agreement
Approved List Of Traders	means a list of Traders, including Casual Traders, who have signed a current Consent to Trade Agreement

1. General

- 1.1 Nothing contained in this Agreement is to be taken to relieve or excuse the Trader or the Council from any duty, responsibility, obligation, or requirement under the Laws of England for the time being in force. Nothing herein shall be deemed to create the relationship of landlord and tenant between the Council and the Trader.
- 1.2 The Trader and any Staff employed by the Trader must comply fully with the Byelaws for Skipton Market (Appendix 1).
- 1.3 The Trader must adhere to the permitted Trading Lines as set out in this Agreement. The Trader must not alter the permitted Trading Lines without the prior authorisation of the Market Officer in writing. Applications for any change to trading lines should be submitted in advance in writing.
- 1.4 The Market Officer may alter the layout of the stalls and the location of the Stall within the Setts or close the Market altogether in the case of danger, emergency for reasons of health and safety or for any other reason. The decision of the Market Officer shall be final. In the event of such action the Council shall not be liable for any loss sustained by the Trader directly or indirectly.
- 1.5 The Market Officer may alter the layout of the Pitch within the Market or close the Market altogether in the case of danger, emergency or for reasons of health and safety. The decision of the Market Officer shall be final. In the event of such action the Council shall not be liable for any loss sustained by the Trader directly or indirectly.

2. Consent Fees

- 2.1 Skipton Market Operates under Byelaws for Markets under Section 60 of the Food Act 1984 with respect to its open market on the Setts in the High Street and part of Sheep Street. It currently operates 4 days per week on Mondays, Wednesdays, Fridays and Saturdays.
- 2.2 Skipton Town Council acts as the Market Authority and has sole responsibility for the running of this market
- 2.3 A Consent Fee is payable to the Council, as detailed at the end of this agreement of this Agreement.
- 2.4 The Consent Fee is payable in 10 monthly instalments from 1 April to 31 March inclusive.
- 2.5 The running of the Market is governed by the above Byelaws and under the terms of The Consent to Trade Agreements issued each year by Skipton Town Council to each Trader.
- 2.6 Invoices for the Consent Fee will be issued on the first day of each payment month and the Fee will be due on the 15th of that month

2.7 If payment of the Consent Fee is still overdue by the last working day of the month, the Trader will be considered in default and the Council reserve the right to terminate this Agreement unless alternative arrangements have been agreed in writing in advance.

2.8 In the event of a default, the Council will charge a fee to cover any additional administration costs. Default fees

2.9 The running of the Market is governed by the above Byelaws and under the terms of The Consent to Trade Agreements issued each year by Skipton Town Council to each Trader.

3. Housekeeping

3.1 On each Trading Day, the Trader must ensure that the Stall and the area surrounding the Stall, is kept clean and tidy. In particular, the Trader must:

3.2 Keep all pedestrian footways which are not part of the Pitch clear of any obstruction.

3.3 Not interfere or do anything which may cause interference in any way with the business of any other Trader.

3.4 Not place the Stall or store or display any goods or other articles outside the boundaries of the Pitch.

3.5 Keep the Pitch and the area immediately around it clean, tidy and free from litter and refuse generated by the trading operation.

3.6 At the close of business each day remove all refuse generated by or associated with the business, and any other litter on the Pitch, in an approved manner – either via the approved trade waste bag scheme operated by The Council or in accordance with current regulations and legislation.

3.7 Produce to the Council, on request, a valid licence for the disposal of trade waste if the approved trade waste bag scheme is not being utilised.

3.8 Maintain a refuse/litter receptacle on the Pitch.

3.9 Not place any refuse generated by or associated with the business in or adjacent to any of the public litter bins located in the Market or elsewhere (unless in line with the terms of the approved trade waste bag scheme operated by the Council).

3.10 Take all reasonable steps to make sure all Stall equipment, banners, advertising, covers and stock are kept clean, in good condition and free from stains.

3.11 Make sure all personal belongings are stored out of sight of customers.

4. Goods Fit For Sale & Purpose / Quality Control

- 4.1 The Trader must comply with all current legislation relating to the sale of goods.
- 4.2 All goods must be clearly labelled and priced with any refund policy visibly displayed in accordance with current legislation. The refund policy notice should also display the Name, Address and contact details of the Council in case of any complaints made.
- 4.3 The Trader must not offer for sale any counterfeit or illegal merchandise or anything which in the opinion of the Market Officer is inappropriate merchandise.
- 4.4 Any products or displays considered by the Market Officer to be offensive or inappropriate must be removed or amended as directed by the Market Officer.
- 4.5 The Trader must display prominently on the Stall the current Consent To Trade Certificate issued by the Council.

5. Insurance

- 5.1 The Council does not accept liability for injury to any Market Trader, or employee thereof, or to any person in the Market or on the adjacent footway, or to any customer, as a result of negligence or other act or omission of a Trader – and requires each Trader to effect appropriate public liability insurance and to produce a copy of such a policy of insurance and the current premium receipt on demand to the Market Officer.
- 5.2 Evidence of valid insurance or NMTF membership will be supplied to the Council within 14 days of signing this Agreement. Failure to do so, will result in immediate termination of the Consent to Trade Agreement.
- 5.3 Where necessary, the Trader must have appropriate employer's liability insurance.
- 5.4 A written risk assessment must be carried out by the Trader for the Pitch, the Stall and any trading activities carried out within them and be available for inspection by the Market Officer on demand.
- 5.5 The Trader and any staff employed by the Trader must not cause damage to, or deface, any street furniture or any plants, shrubs, trees or other flora near to or on the Pitch. The cost of making good any damage to Council property (or that of other Authorities), will be recharged.

6. Indemnity

6.1 The Trader hereby agrees to indemnify the Council for any claim, loss, obligation, or liability incurred by the Council as a result of the Trader breaching any term of this Agreement or omitting to perform any of the Trader's obligations under this Agreement.

7. Attendance / Holidays / Emergency Cover

7.1 The Trader must make every reasonable attempt to attend on each and every one of the designated Trading Days covered by the period of this Agreement, unless otherwise agreed in advance with the Council. If the Trader is unable to stand because of unforeseen circumstances, they must inform the Market Officer as soon as reasonably possible.

7.2 The Trader is allowed on the Pitch from 6am and must vacate the Pitch by 6pm.

7.3 The Pitch must be occupied by 8.30am. If the pitch is not occupied by this time, the Council reserves the right to open up the space for casual parking.

7.4 If a Trader is unable to stand on the Market for reasons of holiday they must inform the Market Officer, in writing, stating the period of absence. Providing there is an agreement between the Trader, the relevant Frontager and the Council, another Trader or 'casual' Trader may occupy the Pitch during this period.

7.5 Any Casual Trader must abide by the Market Byelaws (Appendix 1) and the terms of this Agreement.

8. Trader Conduct

8.1 At all times the Trader and any Staff employed by the Trader must behave in a proper and business-like manner.

8.2 The Trader and any Staff employed by the Trader must not cause danger to other Traders, patrons of the Market or members of the public.

8.3 The Trader will not:

8.3.1 Impede or interfere with the Council's control of the Market.

8.3.2 Impede or interfere with any landowner/frontager's rights of possession or control of any section of the Market Setts nor impede or interfere with the rights of any third party who is authorised by or acting as agent for or on behalf of the relevant landowner/frontager, nor occupy or trade from the Setts without the relevant landowner/frontager's express written permission to do so.

- 8.3.3 Do or permit to be done anything which in the opinion of the Market Officer or any relevant landowner/frontager may be of nuisance or annoyance to any person or which may be detrimental to the efficient operation of the Market or the relevant landowner/frontager's business.
- 8.3.4 Use foul abusive or threatening language and/or behaviour towards any officer of the Council, any other public body, any other Market Trader, or any other member of the public in person, in writing or on social media.

8.4 Where, in the opinion of the Market Officer, a trader is found to be in breach of clause 8.1, 8.2 or 8.3, the Market Officer will follow the Enforcement Procedure in appendix 1

- 8.5 All accidents, disputes or thefts must be reported to the Market Officer by the Trader as soon as practicable, and the Market Officer may take any action they consider appropriate.
- 8.6 The Trader and any Staff employed by the Trader must not smoke on any part of the Market or within three metres (3m) of the Market boundary.
- 8.7 The Trader and any Staff employed by the Trader must not trade whilst under the influence of alcohol or drugs.

9. Health & Safety

- 9.1 Traders must adhere to the Health & Safety at Work Act 1974 and all current relevant regulations made under the Act.
- 9.2 The Trader and all Staff employed by the Trader must possess any certification and/or licences required by law to sell the agreed Trading Lines and it must be clearly displayed on the Stall.
- 9.3 The Trader and any Staff employed by the Trader must be dressed appropriately to the permitted Trading Lines.
- 9.4 No cooking shall be done on any Stall unless it is specifically part of the agreed Trading Line.
- 9.5 Electric lighting and electrical appliances must only be run from approved sockets and appliances must comply with the relevant British Standards and The Institute of Electrical Engineers Rules for use outdoors. Any cabling associated with electric lighting and/or electrical appliances on the Stall must be secured at least two metres (2m) from the ground along all of its length.
- 9.6 No vehicle or generator may be refuelled in the Market.
- 9.7 Any Trader using electrical equipment must ensure that is PAT tested as per HSE Guidelines

10. Security

- 10.1 The Trader is responsible for the security of the Stall and any goods offered for sale on the designated Trading Days.
- 10.2 The Council cannot accept responsibility for any loss or damage to the Trader's property or that of any Staff employed by the Trader, howsoever and by whosoever caused.

11. Employment Regulations

- 11.1 The Trader and any Staff employed by the Trader must have the right to work in the UK. The Trader must provide to the Council original documentation to confirm this in accordance with current Government guidelines.
- 11.2 Children are not permitted to work on the Stall unless eligible for employment under the current government child employment regulations. The Trader must provide copies of any relevant work permits required in accordance with current North Yorkshire County Council guidelines.

12. Stall Placement on Market Pitch

- 12.1 The Trader is responsible for providing the Stall inclusive of any equipment required to secure the Stall in case of adverse weather.
- 12.2 No part of the Stall shall be positioned within one metre (1m) of any part of the carriageway of the highway.
- 12.3 No part of the Stall or any stock or goods offered for sale will be placed in such a position as to impede the access wholly or partly to any footway, ginnel, yard or passageway or obstruct any pedestrian routes over the Setts.
- 12.4 The front of the Stall shall face the adjacent paved footway and be parallel to it. Customers must not be served over the sides of the Stall unless public safety and/or the nature of the business demand otherwise. The back of the Stall must be secured to prevent general access by the public to the Stall from the rear (roadside).
- 12.5 No part of the roof of the Stall or anything attached to the roof shall be less than two metres (2m) from the ground.
- 12.6 No part of the Stall or anything attached to the Stall shall be higher than three metres (3m) above the ground level.

13. Vehicles

- 13.1 The Trader must park any trade vehicle(s) for unloading and loading in the immediate vicinity of the Stall and not inconvenience other Traders or the public.
- 13.2 Unless otherwise agreed with the Market Officer, and as part of any agreement with the Civil Parking Enforcement Team, any vehicle belonging to the Trader must be removed from the Market Setts and any adjacent roadways as soon as loading or unloading is completed and, in any event, between the hours of 9.30am and 3.30pm.
- 13.3 Vehicles may be brought back onto the High Street for the purposes of restocking only, subject to loading restrictions imposed as part of normal parking regulations. The Trader is responsible for any penalty incurred in the event of a breach of loading restrictions.
- 13.4 The Trader must make arrangements to park any vehicle belonging to the Trader lawfully and without inconvenience to local residents and the general public. The Council accepts no liability for theft or damage to any vehicle belonging to the Trader.
- 13.5 Unless otherwise agreed with the Market Officer, and as part of any agreement with the Civil Parking Enforcement Team, the Trader must comply with any normal parking restrictions applicable to the Market Setts and any adjacent roadways. The trader is responsible for any penalty incurred in the event of any breach of parking restrictions.
- 13.6 The Council cannot guarantee the availability of the Pitch, but if a vehicle is found to be obstructing the Pitch, the Market Officer will seek to have the vehicle removed if at all possible. If an obstructing vehicle cannot be removed from the Pitch, the Market Officer will endeavour to accommodate the Trader elsewhere.
- 13.7 Under no circumstances must Traders, or any Staff employed by them, attempt to physically move any obstructing vehicle.

14. Dispute & Appeal Procedure

14.1 The Market Officer will endeavour to find an amicable resolution to any grievance the Trader may have. In the event that an amicable solution cannot be agreed, the Trader must nevertheless comply with any lawful request of the Market Officer.

14.2 Any disputes raised regarding the conduct of another trader on the market will be dealt with using the Code of Conduct Enforcement Procedure detailed in Appendix 1

14.3 Any complaint regarding members of Council staff or the councils adopted procedures and policies will be dealt with using the Councils Complaints Procedure.

15. Transfer or Sub-letting of Your Market Pitch

The Trader must not sub-let or permanently transfer their interest in this Agreement without the prior consent in writing of the Council, which will not be unreasonably withheld.

16. Transfer of Market Pitch or transfer of Agreement upon death or retirement of Trader

Upon the death or retirement of the Trader, the Council may, on application from the Trader or the executors of the Trader's estate (as appropriate), transfer this Agreement to a spouse, partner, child, sibling, or other member of the Trader's family.

17. Changes in Market Rules & Regulations

The Council reserves the right to amend this Agreement where required to do so in law or by agreement with both parties. Where possible, notification of any proposed change shall be given at least 28 days before any such change is proposed to come into effect.

18. Termination of Contract / Notice Period

18.1 Unless otherwise agreed, either party may terminate this Agreement by giving no less than 28 days' notice to the other party (the "Other Party"):

18.2 If the Other Party is in material breach of its obligations under this Agreement, and where a breach is capable of remedy within 7 days, the breach is not remedied within 7 days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied: or

18.3 If the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purposes of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

18.4 Any notice given in accordance with clause 18.1 must be given in writing fully signed and dated and hand delivered to the Trader or the Market Officer as appropriate or sent by recorded delivery.

18.5 If either party is unable to meet its obligations under the terms and conditions of this Agreement, because of events beyond its control which make it impossible for the obligations to be met, this Agreement will terminate automatically with immediate effect

This Agreement is between Skipton Town Council (The Market Authority) and xxx

Consent to Trade Agreement (CTTA)

This Agreement governs the use of the Trader's Stall in the Market of Skipton. Once it is signed, it is the Trader's permission to stand and trade on the allocated Pitch on the Market.

This Agreement is between Skipton Town Council (The Market Authority)

Trader Name:

Trader Home Address:

Company Name (if applicable):

Company Address (if applicable): _____

Contact telephone Number:

Next Of Kin details inc contact no: not held

Trading Day(s): M/W/F/S

Permitted Trading Lines:

Consent Fee: 11.52

By What Payment Method: CASH|CARD|STANDING ORDER|INTERNET BANKING

Pitch Dimensions: 3m x 0.8m

Special Arrangements/Requirements:

PITCH NUMBER:

I confirm that by signing this agreement I agree to adhere to the Council's Market Policies and Procedures

I confirm that I have written permission from the Skipton Town Council and the frontager/landowner who is: to sell the agreed Trading Lines on the Pitch and a copy of the permission is attached to this Agreement.

This Agreement will be void in the event that permission of the frontage/landowner of the Pitch is withdrawn.

Confirmation of frontage/landowner permission needs to be in writing.

Frontager Name

Frontager Signature _____

Frontager Address; _____

_____ Tel no; _____

I confirm that the information provided is correct and I agree to abide by the terms and conditions in this Consent to Trade Agreement, a copy of which has been issued to me.

Details Of Public Liability Insurance:

Company held with:

Policy Number

Expiry Date

I have attached a copy of my **FSA rating** and **Gas Safe Certificate (delete as appropriate)**

TRADER SIGNATURE: _____

Date: _____

Signed: _____ (on behalf of Skipton Town Council)

Date: _____

Valid only if officially stamped

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