

Market/Events Operators, independent traders or anyone wishing to use Cirencester Market Place (hereafter referred to as "Operator") in line with this application must agree to the following terms & conditions:

1. The market/event must be held in accordance with the approval given by the Council including the payment of all relevant fees prior to the market/event being held.
2. In respect of commercial Markets/Events –
 - The Operator will at all times maintain a public liability policy or policies of insurance for the market/event providing single accident indemnity limits of not less than Five Million Pounds (£5,000,000).
 - The Operator must ensure that all stallholders have their own adequate insurances in place including a minimum of two million pounds (£2,000,000) public liability insurance.
3. Independent or sole traders must have their own adequate insurances in place including a minimum of two million pounds (£2,000,000) public liability insurance.
4. The market/event must be 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/event or any business carried out in the market.
5. All relevant approvals in respect of highways, planning and other legal and statutory requirements must be sought prior to the market/event being held and all information regarding such approvals is available for inspection by the Council upon request.
6. Loading and unloading must take place on the Market Place and not on the Highway. A non stopping traffic order is in place for the highway around the Market Place and must be adhered to at all times.
7. A pre event site inspection must take place with the Town Council to confirm current condition of the Market Place and determine location of market stalls/vehicle as confirmed by the officer present at the inspection. The Town Council has the right to visit the Market/Event at any time to inspect operations and ensure compliance of the terms and conditions set out in this agreement.
8. Strictly no vehicles, unless previously approved, must be left on the Market Place during the Market/Event.
9. No nuisance or annoyance should be caused to anyone affected by the holding of the market/event and any disturbance to nearby homes and businesses must be kept to a minimum.
10. Tables and chairs used as part of the Market/Event must adhere to Health & Safety standards and be kept clean at all times.
11. A suitably qualified representative must be present on site at all times that the market is in operation.
12. All market stalls, gazebos, vehicles and all other equipment required for the operation of the Market/Event should be clean, visually attractive, safe and robust.
13. Adequate arrangements for the disposal of waste material must be organised and the Market Place site must be left in a clean and tidy condition at the conclusion of the market/event; the Market Place must be left in the same condition prior to sub letting tenancy commenced. Costs for any remedial cleaning works will be charged.
14. No waste matter shall be allowed to enter any highway or waste water disposed of via public drains.
15. All walkways and spaces between stalls shall be kept clear of stock, empty boxes and any other trip or slip hazards.
16. Adequate access must be maintained for the emergency services at all times.
17. Any food & drink for sale must comply with current Food Safety legislation.
18. Compostable or re-usable cutlery and/or containers must be used for any food and drink being sold for immediate consumption. Plastic purchases and the use and sale of single-use plastic items must be minimised.



19. All food traders must be 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.
20. All food traders must have a food hygiene rating of 3 or above to trade at Cirencester Markets.
21. Any electricity generators used must be fit for purpose and comply with current best-practice guidelines in terms of noise and emission levels. Suitable steps must be taken to preserve the Market Place from damage and pollution. The use of generators should be discussed with the Council in advance of the Market/Event.
22. No raffles or collections should take place without the knowledge and appropriate licence (if necessary) of the licensing department at Cotswold District Council.
23. Where appropriate, a site plan for the Market/Event should be maintained and should be available to the Council three weeks before the event.
24. An adequate risk assessment, covering all aspects of the operation of the Market/Event, must be maintained and steps must be taken to minimise identified risks wherever possible. The risk assessment must be submitted at time of application.
25. The Market/Event must not cause any obstruction of any street/highway or endanger any person using it or cause any nuisance or annoyance by reason of the street trading activity, whether to persons using the street or otherwise.
26. The granting of permission to trade does not imply the right to violate any order or prohibition or restriction made under the various Road Traffic Acts and Highway Acts.
27. Any use and or storage of liquid petroleum must be approved by the Council prior to the Market/Event and must comply with all current relevant Codes of Practice.
28. No television, radio, tape player or other device used in the reproduction or amplification of sound whilst trading shall be audible beyond a distance of 5 metres from the trading unit.
29. The permission to trade shall be limited to the dates supplied in the sub letting application form and the site vacated by the time as indicated.
30. This Agreement may be rescinded if there are material breaches of the obligations or failure to perform any of the terms and conditions contained in the Agreement.
31. This permission to trade is non transferrable.
32. The Council shall not be liable for the deaths of, or injury to, any person, for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability incurred. 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.
33. The Council shall be indemnified against all actions proceedings costs, claims, demands, damages, charges and expenses whatsoever arising out of the discharge of this Agreement.
 - (i) Notices required to be given by the Operator under the provisions of this Agreement shall be sent to the Community Services Manager, Cirencester Town Council, Bingham House, 1 Dyer Street, Cirencester GL7 2PP
 - (ii) Any notice required to be given to the Operator under the provisions of this Agreement shall be sent to the address included in this application.
34. All traders must observe and abide by the latest Government guidance in relation to Public Health and positively promote compliance.

Breaking these rules may result in terminating the trader's right to trade at this market.

Cirencester Markets reserves the right to amend these rules if required, after consultation with the Community Services Group. Fees and Charges are reviewed annually.

Operators & Traders are expected to present a positive image at all markets and treat customers, fellow traders and others with courtesy & respect at all times. They should not bring any adverse publicity to the market, fellow traders or the Council, including via social media.

Cirencester Town Council, Bingham House, 1 Dyer Street, Cirencester, Gloucestershire, GL7 2PP
Tel: 01285 655646 Email: Markets@cirencester.gov.uk



Last Reviewed:
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