

SCHEDULE OF CONDITIONS

Interpretation

1. In these conditions:
 - 'the Council' means Belfast City Council.
 - 'the Markets Officer' means the Markets Development Officer appointed by the council, and includes his duly authorised representatives.
 - 'the Market' means St George's Market, Belfast.
2. The terms 'the weekly charge', 'the permitted goods', 'the stallage space' and 'the Trader' shall be interpreted in accordance with the main part of this Permit.
3. The Trader warrants that the particulars given in his/her application pursuant to which this Permit is given are correct in all respects.
4. A plan of the Market showing the conclusive position and dimensions of each stallage space shall be maintained by the Markets Officer and is available for inspection upon request.
5. The Council as owner of the Market hereby grants to the Trader licence to use the stallage space during each Market day subject to the terms and conditions set out in this Agreement.
6.
 - (a) Either party may determine this Permit by giving to the other not less than one week's notice in writing.
 - (b) The Council may revoke this Permit forthwith in the event of a breach of any of its terms by the Trader.
 - (c) Without prejudice to the foregoing, this Permit shall determine automatically and without requirement of notice in any case where the Trader fails to operate a stall at the pitch for a period of three consecutive weeks and has not informed the Council of an acceptable reason for such absence. Should the Trader only intend to operate a stall at the pitch one week in three weeks or two weeks in three weeks, he/she shall give advance notice of any such absence in any three consecutive week period to the Council or Markets Officer. Should the Trader repeatedly have such absences within the three week period, the Council shall have the discretion to revoke this Permit.
7. The Trader shall pay to the Council on each market day the proper amount due under the scale of charges adopted from time to time by the Council for the use of the stallage space.
8. The Trader shall:
 - (a) use the stallage space only for the sale of permitted goods;
 - (b) comply at all times with the bye-laws in force with respect to the Market and all legislation in force relevant to the sale of his goods or produce;
 - (c) not cause any nuisance or annoyance, or use abusive language, to any other person at the Market;
 - (d) remove all his goods from the Market within one hour of the close of the Market;

- (e) forthwith comply with any proper instruction given by the Markets Officer in connection with the enforcement of the conditions of this Permit.
9. On any day where the Trader is not in attendance at the Market by 8.30am on a Friday or Saturday or by 9.30am on a Sunday the Council reserves the right to allocate his stallage space to another trader for that day.
 10. The Trader shall forthwith make good to the Council any damage caused to the Market building arising from his act of default or that of his employees or agents.
 11. The Trader shall indemnify the Council against all claims arising out of his act or default or that of his employees and agents in connection with his operations at the Market.
 12. The Trader shall maintain a public liability insurance policy in an amount not less than £5M in respect of any one accident in regard to his business at the Market, and shall produce at the request of the Markets Officer the said policy and evidence that it is in force.
 13. The Trader will pay the appropriate charge made by the Council for electricity used.
 14. This Permit is personal to the Trader and is not capable of transfer to any other person.
 15. The Council reserves to itself the right at all times to change the lay-out of the Market either in whole or in part and the right to alter the position of the pitches in such manner as it shall think fit without incurring any liability whatsoever for compensation or otherwise to the Trader.
 16. The Trader shall ensure all electrical and gas appliances used during trading at St George's Market have been fully checked and passed (1) Electrical PAT tested, carried out by qualified electrician/s and certificate supplied, (2) Gas appliance/s checked and passed by qualified CORGI engineer/s and certificate supplied. These tests are to be carried annually and by date of renewal. Evidence of both certificates is/are required and to be produced to Markets staff upon request.
 17. All food traders are required to have adequate hand washing facilities, to include hot and cold running water, soap and individual means of hand drying. Any High Risk food traders will be required to have their own facilities and those determined as lower risk can share with one other adjacent trader. To determine which category you may fit into please speak to your Environmental Health – Food Safety. It is the responsibility of each trader to have their own wash hand facilities, (St George's Market will have a limited amount for hire at £5 per day. All units will be hire on a first come first served basis.)

No one will be allowed to trade on any Market day unless they have the required hand-washing facilities. Any trader wishing to trade (including casuals) will be required to produce evidence of having the required washing facilities before they will be permitted to trade. Absence of suitable facilities will result in the trader being required to cease trading.