



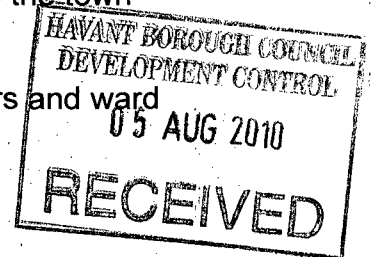
4.0 SPECIFICATION

SCHEDULE ONE

OPERATIONAL DETAILS OF LEIGH PARK MARKET

1. Introduction

- 1.1. Havant Borough Council (hereafter referred to as the Council) wishes to continue developing a quality market, which contains a variety of market stalls selling a varied range of high quality goods and products that will encourage visitors to the town centre thereby contributing towards its vitality.
- 1.2. The Street Market has the support of local retailers and ward members.

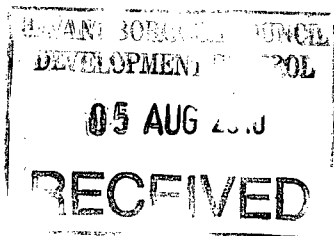


2. Location

- 2.1. In Park Parade precinct Leigh Park as per attached plan.

3. Times

- 3.1. The market will operate every Thursday except where these days fall on Christmas Day, Boxing Day or New Years Day or by prior agreement with the Economic Development Officer.
- 3.2. The market site will be available for the use of the Operator between the hours of 06.30 and 17.00 with the market being operational between the hours of 09.00 to 16.00.
- 3.3. No vehicles will be allowed onto Park Parade precinct before 06.30 in the morning and must be off by 08.45 and before 16.00 and must be off by 17.00 hours except as a result of dangerous weather conditions and with prior approval from the Council's Economic Development Officer.
- 3.4. All movements of vehicles associated with the Market entering and leaving the Park Parade Precinct and moving on and within that precinct shall be supervised by the Operator's Market Manager (or other representative) in accordance with such arrangements for or methods of supervision as the Council's Economic Development Officer shall from time to time direct. In particular (but without prejudice to the generality of the foregoing)
 - (i) when supervising vehicle movements the Operator's Market Manager or other representative shall at all times wear a high visibility reflective jacket bearing the Operator's name or logo.



(ii) the Operator shall ensure that vehicles entering the West Street Precinct at or after 1600 hours shall do so in convoys supervised by the Operator's Market Manager or other representative.

4.

4.4.1. The Operator is to indemnify the Council against all claims, damages, loss, expenses and costs in respect of any actions, costs, proceedings, claims and demands by third parties in respect of any damage caused by or arising from the use of occupation of Park Parade, Leigh Park or the operation of the market by the Operator or its servants or agents.

4.4.2. The Operator will arrange at their own cost a comprehensive policy of insurance to cover the liability in respect to any act or default for which it may become liable and to indemnify the Council under the terms of this agreement.

4.4.3. The Operator will at all times be insured against third party liability as required by the highway authority, Hampshire County Council and which will not be for a sum less than £10,000,000 (ten million pounds) and will produce a copy of the current insurance certificate every year to the Council's Economic Development Officer.

4.4.4. The Operator will ensure that all stallholders hold £5,000,000m (five million pounds) insurance cover to work on the market and confirm this to the Council's Economic Development Officer.

5. Security

5.1. The Operator will be given two keys to the padlocks on the bollards situated at both ends of Park Parade. If a key is lost, a replacement required or, when they no longer require access to the precinct they fail to return the key to the Council, a charge of £25 per key will be made. A charge of £75 will be made should the operator be found to be responsible for damage to or the loss of a padlock.

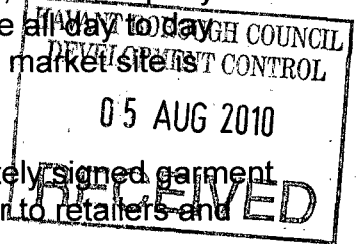
5.2. The Operator must ensure that the bollards are kept in the "dummy" sockets whilst they are not in their permanent slots.

5.3. The Operator's Market Manager, or a representative of the Operator, must ensure that the bollards are replaced once the vehicles have left the precinct in the morning and replaced and securely locked immediately after the market leaves. Should a bollard go missing or be damaged on market days the Operator will be charged £250.00 for a replacement.

- 5.4. The Operator must ensure that the defined Emergency Access Route; marked on the attached plan and marked with metal studs in the precinct is kept clear at all times and obtain prior agreement to the stall layout with the local Fire Officer & Police. The Operator must confirm to the Council's Economic Development Officer that the agreements have been obtained prior to operating the market.

6. Management

- 6.1. The Operator shall provide a Market Manager, or a company representative, on site to oversee and manage all day to day operations of the market at all times when the market sites is made available to the Operator.
- 6.2. The Market Manager shall wear an appropriately signed garment to clearly identify them as the Market Manager to retailers and the public.
- 6.3. All traders' vehicles must be removed from the designated market area by 08.45 in the morning at the latest and by 17.00 hours in the evening at the latest.
- 6.4. No sound amplifying equipment shall be operated outside the approved operational hours of 09.00 – 16.00.
- 6.5. No loud speaker shall be operated other than for the personal enjoyment of the operator, nor for the purpose of advertising the trade of Economic, nor so operated in a way as to give reasonable cause for annoyance to the persons in the vicinity.
- 6.6. A complaints and accident book must be kept by the Operator and made available for inspection upon request by officers of the Council or any internal or external auditors.
- 6.7. The Operator will as the Council's agent issue to each stallholder a Street Trading Consent the form and contents of which will be subject to the prior agreement of the Council's Economic Development Officer prior to operating the market.
- 6.8. The Operator will ensure that all conditions of such Street Trading Consent are enforced and that where additional conditions have been placed on the type of stall which may trade in front of any property in West Street, those conditions are met at all times.
- 6.9. The Market Manager will report any problems to, and liaise with, the Economic Development Officer of the Council regarding all day to day operational matters.



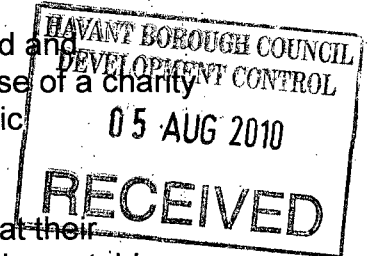
- 6.10. The Operator will carry out expeditiously any instructions issued by the Council in connection with the site or use of the site.

LEIGH BOROUGH COUNCIL
DEVELOPMENT 7. Stalls

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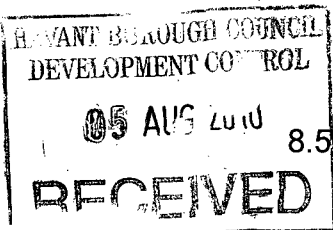
- 7.1. The Operator shall ensure 80% of all stalls are of 'continental/gazebo' style with transparent back sheets. Stalls not in this style must be agreed in advance with the Economic Development Officer.
- 7.2. The Operator will make stalls available to local traders and residents in the locality as far as practicable.
- 7.3. All stalls shall display an identifying number and the Market Manager shall have, at all times, a list of all stallholders' names, addresses and telephone numbers. A copy of all stallholders' current certificates of insurance are to be kept by the Operator.
- 7.4. The Operator will have a designated stall, appropriately marked, as a contact point for the Market Manager.
- 7.5. The Operator will ensure that all stalls' fixtures and fittings, cover clips, stock and displays are kept in such a way that they are not a hazard to staff, customers or members of the public.
- 7.6. The Operator will ensure that all stalls have a full size cover of a uniform colour with clear/see through side and back sheets.
- 7.7. The Operator will ensure that no street furniture is moved or removed from the precinct by stallholders e.g. public litter bins / benches and will be financially responsible for any damage to street furniture.
- 7.8. The Operator will be responsible for ensuring stallholders hold a valid Portable Appliance Test certificate for all electrical equipment they intend to use before they connect to the electricity supply.
- 7.9. The number of pitches within the market is at the Operator's discretion provided the following are complied with:
- 7.10. No stalls erected within 3 metres distance from shop fronts
- 7.11. Emergency services access lane, as defined by studs in the precinct paved area and shown on the attached plan, to be kept clear at all times.

- 7.12. Adequate public access to street benches and telephone boxes, as agreed with the Economic Development Officer, must be maintained.
- 7.13. The Market Operator and Stallholders must comply with the requirements of the Disability Discrimination Act, maintaining pedestrian access through the market at least wide enough to allow access for a motorised wheel chair.
- 7.14. One stall is to be provided by the Operator, erected and dismantled, each market day, free of charge, for use of a charity organisation as agreed with the Council's Economic Development Officer.
- 7.15. Twice a year, April & October, the Operator must, at their expense, have the paved areas where the fruit and vegetable stall is located and any other stall that stains / marks the paved areas thoroughly cleaned. The Operator must clean any oil spillage caused by market vehicles immediately it occurs. All cleaning to be carried out to the satisfaction of the Council's Economic Development Officer. The method of cleaning is to be agreed with the Head of Environmental Services before cleaning is carried out.
- 7.16. The individual location of each stall must be agreed with the Council's Economic Development Officer to avoid conflict with the location of retail shops, and to ensure adequate access through the market.



8. Food Safety and Health & Safety requirements

- 8.1. The Operator shall complete and submit to the Council's Economic Development Officer for comment, Risk Assessments (to the standard and format required by Havant Borough Council), relating to the operation and the site of the market prior to operating the market. Such Risk Assessments will be reviewed at six monthly intervals by Havant Borough Council's Economic Development Officer and the Operator must comply with his recommendations.
- 8.2. The Operator will ensure that all stallholders comply with the Health and Safety at Work etc Act 1974 and the Regulations made under the 1974 Act..
- 8.3. At the Operators expense the Market Manager, or representative on site, must carry a radio or mobile telephone linked to the shopwatch/CCTV control centre.
- 8.4. The Operator will to ensure that all stallholders comply with Regulation (EC) 852/2004 and the Food Hygiene (England)



Regulations 2006 (as amended) the including the operation of a written food safety management system where appropriate to the risk.

A No Smoking rule applies to all those working at the market stalls" selling produce. Non-compliance with this rule by stallholders and those working at market stalls, may result in their suspension from the market by the Market Manager.

- 8.6. The Operator will supply a list to the Council's Environmental Health Service ,, of contact names and addresses for all food vendors together with details of which Council they are registered with and advise them of all changes with a copy to the Economic Development Officer.
- 8.7. The Operator will ensure that any person using Liquid Petroleum Gas (LPG) shall comply with the latest regulations and good practice from the Health and Safety Executive on the installation, usage and storage of LPG.
- 8.8. The Operator will ensure that temporary electrical installations under his control are safe and installed in accordance with current best practice. The Market Manager may require the Operator to arrange for testing of the Operators electrical installations by a competent person.
- 8.9. The Operator will ensure drip trays are placed under any generators used and under any other vehicle on the precinct.
- 8.10. Any play equipment or rides for children will require Risk Assessment in accordance with paragraph 8.1 above and shall comply with the latest regulations and good practice from the Health and Safety Executive. The Operator will be required to ensure that all rides are installed safely and have the appropriate safety and insurance certificates. Copies of these certificates are to be provided to the Council's Economic Development Officer with the Risk Assessment..

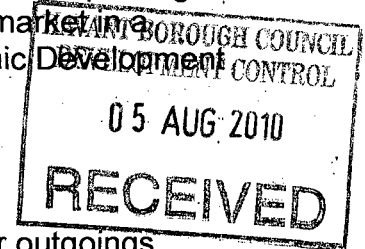
9. Refuse

- 9.1. No materials relating to stallholders at the market to be deposited in any of the public or retailers litter bins in the town centre.
- 9.2. At the Operator's expense, refuse containers and all litter arising from the market must be removed from the site following the close of each market to the satisfaction of the Council and by no later than 17.00 hours.

- 9.3. The Operator must sweep and clear all market litter by 18.00 hours after each market at their own expense.

10. Parking

- 10.1. The Operator must make their own arrangements for parking market vehicles throughout the duration of the market in the designated parking area agreed by the Economic Development Officer.



11. Financial

- 11.1. The Operator is to pay all rates, taxes and other outgoings attributed to the market.
- 11.2. The National Non Domestic Rates information for this market can be obtained from the Revenue Client Officer on 02392 446356.
- 11.3. The Operator is to pay all electricity and other service charges arising from the market operation
- 11.4. Upon request, the Operator will provide the Council with full information as to the fees charged to stallholders.
- 11.5. The Operator shall not increase the fees charged to stallholders without the prior approval in writing of the Council's Economic Development, such approval not to be unreasonably withheld.
- 11.6. The Operator will be financially responsible for making good any damage to the street furniture, roads, drainage and paving slabs caused by market vehicles and/or stalls. All vehicles must stay on the central bricked area and must not park on the paving slabs to either side of that area.
- 11.7. The Operator's Market Manager or other duly authorised representative will when required to do so attend a joint inspection of the market site together with a duly authorised representative of the highway authority, Hampshire County Council, for the purpose of identifying such damage as is referred to in 11.6 above and agreeing the Operator's liability for the cost of its repair replacement or reinstatement.
- 11.8. The Operator is to produce separate accounts for each market and must deliver to the Council a copy of the certified accounts for each market within six months of each anniversary of the start of the contract.