

**BIRMINGHAM CITY COUNCIL**  
**MARKETS**

**RETAIL STALL LICENCE – BULL RING OPEN MARKET**

THIS LICENCE is made the 31<sup>st</sup> day of October Two Thousand and Twelve  
BETWEEN: (1) BIRMINGHAM CITY COUNCIL ("the Council") acting by MICK  
TAYLOR, Operations Manager, Markets of the Local Services Directorate, Manor  
House, 40 Moat Lane, Birmingham, B5 5BD and (2)

Mr. Saber Nazary

Of

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

("the Stallholder")

**WHEREAS:**

- (1) The Council are the Market owners of Retail Markets ("the Market") and as Market owners are vested with the rights and duties of regulating and controlling the Market.
- (2) The Stallholder has requested the Council to grant him/her the licence to use a stall or stalls for trading upon part of the Market.

1. In consideration of the payment by the Stallholder of such licence fees as are specified in the Schedule hereto or such other charges the Council may from time to time in its absolute discretion determine the Council hereby grants to the Stallholder the licence to use such market stalls ("the Market Stalls") and on such times and days as set out in the Schedule or such other stalls as the Council may from time to time in its absolute discretion determine.

2. In consideration of the licence granted under Clause 1 the Stallholder hereby agrees:

- (a) to comply with conditions laid down within this licence.
- (b) not to permit any person other than his/her self or his/her registered employee to use the Market Stalls.
- (c) not to use the Market Stalls except for retail trade purposes and not to exhibit on or sell from the Market Stall any articles or goods which are in the reasonable opinion of Mick Taylor, Operations Manager, Markets, of an objectionable or dangerous nature or of a poor or unmerchantable quality. The Stallholder shall not sell articles or goods which are of inferior quality to those displayed.
- (d) not to do or permit to be done any act or thing which may in the opinion of Mick Taylor, Operations Manager, Markets be a nuisance to or cause harm or damage to other Stallholders or to the public, including but not exclusively drinking of alcohol and the use of any illegal substances.
- (e) not to make any alterations or additions to the structure or fittings of any of the market stalls without the prior written consent of the Markets Manager.
- (f) not to place goods beyond the limits of the Market Stalls and not to deposit or leave refuse of any description on or around the Market Stalls.
- (g) to keep the Market Stalls and fittings and the space below the Market Stalls clean and free from litter.
- (h) to carry out any reasonable instructions issued by an authorised officer of the Council in connection with the Market.
- (i) not to do anything which may prevent the Council from carrying out its duties as owner of the Market Stalls on the Market.

- (j) to hold a valid insurance policy for public liability for claims (minimum £2 million) and to permit the Markets Manager to inspect such policy of insurance and the receipt for the current premium at the Council's offices whenever requested by the Markets Manager.
  - (k) to comply with the Council's Market Bye Laws, the Food Act 1984, the Food Hygiene (Market Stalls and Delivery Vehicles) Regulations 1966, Mock Auctions Act 1961, Food Hygiene (General) Regulations 1970, Sale of Goods Act 1979 and all other statutory requirements or regulations.
  - (l) to comply with the Council's Market Rules and Regulations dated (2006) for the Operation of the Retail Markets) a copy of which is annexed hereto.
3. The Council may vary the terms of the Licence by giving at least three calendar months' notice in writing to the Stallholder during which period the Council would consider comments and representations.
  4. If the Stallholder shall fail to occupy the Market Stalls by 0900 hours on any market day then the Markets Manager may make whatever arrangements he considers appropriate for the use of the Market Stalls during the remainder of that day. Casual traders allocated stalls will be given an additional 30 minutes to set up.
  5. This Licence is personal to the Stallholder who shall not transfer, sub-licence or allow any other person to use Market Stalls or allow any other person to be associated with this Licence as a partner or in any other way without the prior written consent of the Council PROVIDED ALWAYS.
    - (a) that if the Stallholder has traded at the Market Stalls for at least 12 months, his/her Licence of the Market Stalls to a person approved by the Council selling the same or other approved commodities at a fair price for the assets and business carried out on the Market Stalls.
    - (b) any subsequent transfer of the Licence shall only be permitted by the Council after a further minimum period of 12 months has elapsed.
    - (c) in the case of the death or retirement of the Stallholder the widow or widower wife or husband sons or daughters may apply to the Markets Manager to become the Stallholder, or will be allowed to transfer the Licence to an approved person, subject to the appropriate transfer fee being paid as described in Clause 5(d).

- (d) any such transfer in Clauses 5(a) and 5(b) shall be subject to the Council receiving a transfer fee being £113.30 in advance of such transfer.
6. The permission granted to the Stallholder to use the Market Stalls shall not prevent the Council through its employees or agents entering upon the Market Stall for any purpose at any time whatsoever.
  7. This Licence shall commence on the **23<sup>rd</sup> day of April 2012** and may be determined by 28 days' notice in writing given by either party at any time and the Stallholder shall then make such arrangement as may be necessary to remove any goods or equipment and to leave the Market Stalls in a clean and tidy condition making good any damage to the satisfaction of the Council.
  8. The Stallholder shall pay on demand in advance to the Council such Licence fee(s) as are determined. The Council may vary this Licence fee at any time by giving 28 days' notice to the Stallholder.
  9. The licensed Stallholder will be entitled to two weeks holiday per annum when reservation fees will not be charged. Written notification must be received 14 days prior to commencement of holiday period. The reservation fee payable for all other absences is full rental.
  10. The Stallholder shall not use the Market Stalls for the sale of anything other than the goods stated overleaf and between the hours specified in the Market Rules. At normal closing time all goods must be removed where applicable from the Market Stalls.
  11. If the Stallholder fails to comply with the terms of this Licence then such failure may result in its termination by the Council.
  12. Nothing in this Licence shall be construed as creating the relationship of landlord and tenant.

**SCHEDULE**

Market: **BULL RING OPEN MARKET**  
Market Stall No: **B 22**

Days on which Market Stalls may be used: **TUESDAY, WEDNESDAY,  
THURSDAY, FRIDAY & SATURDAY.**

Goods Sold: **FRUIT & VEGETABLES**

IN WITNESS whereof the signature of the said MICK TAYLOR, (Operations Manager, Markets) on behalf of BIRMINGHAM CITY COUNCIL and the signature of the said

STALLHOLDERS NAME

[REDACTED]

SIGNATURE

[REDACTED]

DATE *16/11/2010*

WITNESS' NAME

[REDACTED]

SIGNATURE

[REDACTED]

DATE *16/11/12*

ADDRESS

[REDACTED]

[REDACTED]

OPERATIONS MANAGER,  
MARKETS - BIRMINGHAM CITY  
COUNCIL

[REDACTED]

DATE .....

WITNESS

[REDACTED]

[REDACTED]

DATE *16/11/2012*

ADDRESS

**MANOR HOUSE, 40 MOAT LANE,  
BIRMINGHAM, B5 5BD**

[REDACTED]

[REDACTED]

*16/11/12*