

CENTRAL BEDFORDSHIRE COUNCIL

SPECIFICATION SETTING OUT EXPECTED STANDARDS AND REQUIREMENTS FOR OPERATING DUNSTABLE MARKET

Introduction

1. Central Bedfordshire Council ('CBC') has resolved to delegate the powers of running, managing and maintaining the Dunstable Market to Dunstable Town Council ('DTC') for a period of 5 years to 2017 beginning on the 1st June 2012 with a 3 year review in 2015.

Expectation for the Operation of the Market

2. As part of the delegation CBC has made clear that it expects the market to be run in accordance with the business case submitted by DTC and in accordance with this specification.
3. Through the delegation of the powers it is accepted that DTC shall operate and promote CBC's charter markets according to prevailing economic conditions and circumstances and in accordance with their own judgements about business development opportunities.

Opening Hours

4. DTC are to be responsible for maintaining and promoting the presence of the markets for trading purposes on Wednesdays, Fridays and Saturdays, for each week of the year, between the hours of (as a minimum): -
 - a. Summer Trading - 09:00 and 16:00 Wednesdays and Fridays and 09:00 and 16:30 Saturdays;
 - b. Winter Trading - 09:00 and 15:30 Wednesdays and Fridays and 09:00 and 16:00 Saturdays.
5. DTC shall note and abide by the condition on the planning permission for the Dunstable market restricting the erection and dismantling of market stalls outside of the hours of 7am and 6pm.

Siting of the Market

6. DTC shall maintain and promote a market on Wednesday, Friday and Saturday in Dunstable (using the existing highway site and car park site defined by Planning Permission SB/DCA/2001/0001 and shown on the attached Plan 1).
7. Should DTC or CBC wish to alter the location of the market please see 9 below.

Permissions

8. DTC are responsible for obtaining all necessary permissions and complying with legal requirements (including as this extends to individual stall holders renting a place on the markets, insurance liabilities etc)
9. Should DTC or CBC wish to alter the location of the market, then the authority who wishes to implement the change of location shall be responsible, at its own cost, for securing the relevant planning permission(s). That authority shall then give notice to the other confirming the required date that the market is to alter location and details of the new location.

Supervision of Market

10. DTC shall be responsible for providing traders, casual or otherwise, with the opportunity to hire a pitch at Dunstable market. Provision must meet health and safety and food hygiene requirements.
11. All day to day management decisions including lettings, rent levels, market layout, health and safety will be the responsibility of DTC, who shall comply with all relevant legislative provisions.
12. DTC shall be responsible for the supervision of an orderly and safe set up of both the individual stalls and general layout of the markets.
13. DTC shall have sole responsibility for ensuring the proper management of the market and ensuring the market functions efficiently when in operation.
14. CBC shall have no responsibility for the supervision of the market which shall be the sole responsibility of DTC

Maximum Capacity of the Market and Other Markets

15. DTC to base their operation on assumption of a continuation of the current market operations with existing licenses/arrangements for secondary, complementary, markets remaining in place.
16. DTC may permit other markets or events to be held within the charter areas. If consent is granted to hold a market or event, a formal licence will be issued which will last for a maximum 12-month period only.
17. DTC note that the market is to be operated within the maximum market capacity and the existence of agreed licences for other complementary markets, and the terms and conditions required to maintain a genuine Farmers market.

Charity Stalls and Special Events

18. Currently, CBC's contractor operates the provision of a single charity stall where such a stall is requested. CBC would like to see such a provision continue under the operation of the market by DTC.

19. Currently, CBC allows the provision of market equipment for up to 6 special events per annum, organised and operated by external organisations e.g. The Rotary Club. CBC would like to see such provision within the market under the management of DTC.

Cleanliness

20. DTC shall be responsible for keeping the market sites, including surrounding street spaces, in a clean and tidy state whilst operating, removing all waste materials/rubbish (including the collection of all wind-blown market waste) promptly at the close of the market and disposing of waste in accordance with normal legal requirements, (including taking on site precautions to prevent drainage pollution etc).

21. DTC acknowledge that CBC has the power to require street cleansing to take place. Therefore, DTC shall ensure that the market areas at the end of market days are left in a 'Grade A condition' (Environmental Protection Act 1990: Code of Practice on Litter and Refuse – "Grade A - No litter or refuse").

Vehicle Access and Parking

22. DTC shall be responsible for the administration of trader vehicle access and parking arrangements.

23. DTC acknowledge that access for the Market is currently taken across CBC owned property. Should the requirements for access alter in the future, CBC shall inform DTC by way of written notice.

24. DTC shall be responsible for the control of vehicle access and use of trolleys and the covering of the cost of repairs for damage to the highway, parking areas or other public spaces caused by market use.

25. DTC shall be responsible for ensuring that Market Traders have the relevant and necessary parking permits.

26. DTC shall ensure that all parking arrangements are in accordance with CBC's 'Off-Street Parking Places Order 2011'.

Provision of Electricity

27. DTC is to arrange for the provision and maintenance of a power source for the market. DTC shall be responsible for providing the market, at its own costs, with access to any required electricity.

28. CBC shall not provide any facility to connections to an electricity supply through its existing electricity systems unless agreed by separate arrangement.

Performance Reports/Meetings

29. DTC shall provide the Town Centre Partnership (joint committee) with a quarterly report detailing the performance of the market.
30. A representative of DTC is to attend formal town centre management liaison meetings once every six months and present a short written report on markets performance and prospects.

Ring Fencing of Money to the Joint Committee

31. Economic Development Plan Work Plan:

Year 1	£15,000
Year 2	£15,000
Year 3	£15,000

Equipment Formally Provided Under the Contract

32. Any market equipment owned by CBC, and previously provided under the contract for use at Dunstable market, shall be given to DTC.
33. CBC does not bear any responsibility for the quality or condition of the equipment and in no way represents that the equipment shall be able to be used or fit for the purpose of operating a market.

Business Plan

34. DTC shall ensure that it complies with the business plan submitted to CBC.

DTC No Longer Wishing to Operate Market

35. In the event that DTC no longer wish to operate the Dunstable market, DTC shall give 6 months notification of this to CBC, in a written notice addressed to the Chief Executive.

Market Charter

36. CBC has not transferred the Market Charter to DTC.