

# BINGLEY TOWN COUNCIL

Cottingley Community Centre, Littlelands, Cottingley, Bingley, BD16 1AL



## MANAGEMENT OF MARKETS

THIS AGREEMENT is made on the 26<sup>th</sup> February 2019

BETWEEN:-

- (1) Bingley Town Council, BD16 1AL ("the Council")
- (2) Otley Town Partnership of Otley, LS21 3HE ("the Management Organisation")

### INTRODUCTION

The Council intends to provide markets in Bingley. It wishes to do this in partnership with a third party organisation who has experience in managing the operation of markets. The Management Organisation has expressed an interest in providing the service and the Council wishes to appoint them. The Management Organisation accepts the appointment on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:-

In this Agreement, the following words and expressions shall have the following meanings:

means the Markets, which (subject to any agreed variation in writing between the parties) are to take place on the Site,

Market

means the location of the market being Bingley Market Place — subject to any agreed variation in writing between the parties.

Site

dates and times are to be agreed in writing by both parties.

## 1. DURATION

1.1 This Agreement shall commence on 26<sup>th</sup> February 2019 and (unless terminated in accordance with any of its provisions) shall continue in force until 31 December 2019.

1.2 This Agreement is subject to the Council obtaining any licenses or permissions that may be required from the Highways Authority or City of Bradford Metropolitan District Council.

## 2. MANAGEMENT SERVICES

2.1 The Management Organisation agrees that for and on behalf of the Council it will hold Markets on the following dates:

April 6<sup>th</sup>

May 4<sup>th</sup>

June 1<sup>st</sup>

July 6<sup>th</sup>

August 3<sup>rd</sup>

September 7<sup>th</sup>

October 5<sup>th</sup>

November 2<sup>nd</sup>

December 7<sup>th</sup>

between 9:00am and 1:00pm with setting up and clearing times before and after the markets:

and will

- (a) work with the Town Council and promote every Market to attract stallholders and the general public to the event;
- (b) collect all fees from stall holders
- (c) ensure that the overall appearance of the stalls and canopies, and positioning of stalls complies with a description to be provided to and agreed with the Council.
- (d) provide a suitably qualified site manager to be on site during all Markets.
- (e) update all potential stall holders and stall holders with any changes to the Markets.
- (f) meet with representatives of the Town Council from time to time to review progress

2.2 In carrying out the above and any related activities the Management Organisation agrees to:

- (a) Ensure that all stall holders comply with all applicable laws and regulations including but not limited to, health & safety legislation and food safety regulations.
- (b) act with all due skill, care and diligence and to the satisfaction of the Council.
- (c) ensure that its obligations under this Agreement are carried out by appropriate and well-trained staff.
- (d) use all reasonable endeavours to ensure all stall holders comply with Otley Town Partnership Guidelines.

### 3. INSURANCE

3.2 The Management Organisation shall keep the council indemnified from and against any and all loss, damage, expense, cost and/or liability suffered by the Council resulting from any:

- (a) breach of this Agreement by the Management Organisation, its employees, agents or anyone under its control; and/or

(b) act, omission, neglect or default of the Management Organisation, its employees, agents or anyone under its control.

3.2 The Management Organisation must obtain and keep in force appropriate insurance at its own cost with a reputable insurance company to include public liability insurance cover for at least £5,000,000 (Five million), or such other sum as may be advised by the council from time to time, together with any other insurance as may be appropriate and shall produce certificates of these insurances to the council on demand.

### 3. TERMINATION

4.1 Each party shall have the right, without prejudice, to terminate the Agreement immediately by written notice if either party;

(a) is in material breach of its obligations and either that breach is incapable of remedy or has not been remedied within 30 days of notice being given requiring it to be remedied; or

(b) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding up or dissolution (other than for the purpose of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or a substantial part of its assets, or enters into or proposes to enter into any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

### 5. RECORDS

5.1 The Management Organisation shall keep and maintain full and accurate records of the Agreement including the services provided under it. The Management Organisation shall on request give access to those records as may be required by the Council in connection with the Agreement.

5.2 Any information in this Agreement and any associated documentation is subject to the requirements of the Freedom of Information Act 2000 and may have to be made public.

### 6. PREVENTION OF CORRUPTION

6.1 If the Management Organisation, any employee of the Management Organisation, or anyone acting on the Management Organisation's behalf in relation to the Agreement or any other contract with the Council does or has done any act:

(a) which amounts to inducement or reward to any person for doing or omitting to do any act relating to the obtaining of the Agreement;

(b) which is an offence under the Prevention of Corruption Acts 1189-1916; or

(c) which amounts to the giving of a fee or reward the receipt of which is an offence under section 117 of the Local Government Act 1972,

the Council will be entitled to terminate the Agreement forthwith and recover from the Management Organisation any additional expense incurred by such termination.

7. EMPLOYEES

7.1 The Management Organisation shall utilise its own personnel in the provision of the services. All employees of the Management Organisation shall at all times remain the employees of the Management Organisation and no employees shall be transferred to the Council by virtue of this Agreement.

7.2 The Management Organisation shall keep the Council indemnified at all times, against any loss, costs, liability, damages and expenses suffered or incurred by the Council which arise directly or indirectly by reason of any claim, action, proceedings or demand by the Management Organisation's employees including without limitation, redundancy, unfair and/or wrongful dismissal pursuant to the Transfer of Undertakings (Protection of Employment) Regulations.

8. VARIATIONS

8.1 Any variations to the terms of this Agreement including but not limited to a variation to the dates for Markets must be agreed in advance in writing by both parties.

8.2 In all respects other than as provided in each written variation, the Agreement will continue in full force and effect.

Signed for Bingley Town Council.....

Date

Signed for Otley Town Partnership.....

Date