



NEWPORT
MARKET

MARCHNAD
CASNEWYDD

Win a licence fee free unit at Newport Market and be your own boss!

Newport City Council, in conjunction with Newport Norse, is offering the chance to win the free use of a unit in Newport Market.

Three prizes are being offered:

1st prize = the free use of a unit for 1 year

2nd and 3rd prize = the free use of a unit, each for 6 months

The winners will also benefit from awareness raising of the new enterprise by Newport City Council for the winning time period.

Entrants must be available to pitch their business idea before an interview panel at Newport Market on Friday 10 March 2017.

Successful applicants will be notified the same day and will be included in post-event publicity.

Applications must be received by 5pm on Friday 3 March 2017

Please return the completed application form to:

Amelia Hull

Assistant Estates Portfolio Officer

Newport Norse, Telford Depot, Telford Street, Newport, NP19 0ES

Amelia.Hull@newportnorse.co.uk

T: (01633) 240404

If you have any queries please e-mail Sarah.Williams@newport.gov.uk or telephone (01633) 210735.

Please ensure you have read and understood the terms and conditions.

Personal details

Name: _____

Company name: (if applicable) _____

Postal address: _____

Contact number: _____

(Preferably a mobile)

Email address: _____

Web address: _____

Facebook/Twitter account names: _____

Do you have an existing business or is it an idea for a business? *Please tick as appropriate.*

Existing business:

Business idea:

Please inform of us of any particular fixture or fittings that would be required to run the business within the market unit:

I agree that on completing the application form and returning it I am requesting to be accepted into the competition.

Signed by: _____

Date: _____

Competition terms and conditions

- 1: It is expected that the licensee will start trading by 1 May 2017.
- 2: The licence fee rent free period will start from their first day of trading.
- 3: The choice of unit will be stipulated by Newport City Council/Newport Norse and will be fit for purpose as assessed from the application form.
- 4: The licensee will not own the unit; they will be a licensee of Newport Market, entering into a licence agreement and subject to the standard terms and conditions of Newport City Council in respect of the licence. Full details are available upon request. Credit checks will be carried out in respect of the successful applicants and the following documents will be requested:
 - ❖ Personal credit check - reports available from Experian or Equifax
 - ❖ Proof of identity - copy of driving licence or passport
 - ❖ Proof of address - copy of utility bill or statement
- 5: The licensee would be liable for a contribution towards any water usage.
- 6: If terminating within the licence fee free period, four weeks written notice would be required.
- 7: In addition to the competition terms and conditions the licensee must adhere to the following terms and conditions:

Licensee terms and conditions

Licensee's Obligations

The Licensee shall during the subsistence of this licence (and also where applicable after its termination or expiry) at all times perform and observe the following obligations and conditions:

1. Fitting out

Fit out and equip the allocated space in accordance with the requirements of the Licensor and make and keep it attractive for the display of the goods and for the use.

2. Display of name

Display at the allocated space a suitable sign stating the Licensee's name and trade such sign to be of a form previously approved in writing by the Licensor.

3. Opening for trade

Keep the allocated space open for the use during normal business hours provided that the Licensee may cease trading for a period of time to be agreed with and with the express consent of the Licensor.

Promptly open it for trading at the commencement of normal business hours.

4. Attendance

Keep the allocated space properly attended by the Licensee or his competent employees during normal business hours.

5. Sale of other merchandise

Not to sell or display for sale any merchandise from the allocated space other than the goods.

6. Use

Not to carry on any trade or business from the allocated space other than the use.

7. Quality of merchandise

Offer for sale merchandise of good quality at reasonable prices and maintain a good selection and an adequate stock.

8. Professional appearance

Wear suitable clothes and maintain a professional appearance.

9. Compliance with trading regulations etc

Observe all Acts of Parliament and all regulations and byelaws (if any) of the Licensor and other official bodies relating to the sale of goods and trading.

10. Sale outside allocated space

Not to offer the goods for sale or conduct the use from any passageway or other place outside the limits of the allocated space.

11. Nuisance etc

Not to seek to attract attention or custom by shouting making undue noise or playing music of a nature which may cause a nuisance or inconvenience to other stallholders or customers in the hall.

12. Unseemly Conduct

Refrain from abuse or unseemly language or conduct and extend normal courtesy to customers other stallholders and representatives of the Licensor.

13. Auctions

Not to conduct any auction or mock auction in the allocated space or elsewhere in or near to the hall.

14. Alcohol

Not to bring into or consume any alcohol in the hall.

15. Cleaning of Allocated Space

Keep the allocated space and in conjunction with neighbouring stallholders the passages adjoining it clean and tidy at all times.

16. Refuse

Place all waste and refuse which may be produced or which may accumulate in the course of trade from the allocated space in the receptacles provided by the Licensor as often as may be necessary to keep the allocated space clean and tidy.

17. Obstruction by Goods

- 1.1. Not to suspend any merchandise from any part of a roof which projects beyond the limits of the allocated space.
- 1.2. Not to suspend any merchandise over any passageway or beyond the limits of the allocated space.
- 1.3. Not to suspend any merchandise from any part of any sprinkler installation nozzle.
- 1.4. Not to obstruct or render any sprinkler system less effective by any material or object whatever.

18. Damage etc

- 1.1. Not to remove or interfere with the structure or parts of any other allocated space or any part of the hall outside the limits of the allocated space.
- 1.2. Not to cause any damage to the hall.
- 1.3. Not to interfere with any person lawfully in the hall.

19. Access etc by Licensor's officers

- 1.1. Not to impede in any way the officers servants or agents of the Licensor in the exercise by them of the Licensor's rights of possession and control of the allocated space.
- 1.2. Give all reasonable assistance and facilities to them for the alteration at any time of the layout or decoration of the allocated space.

20. Compliance with Fire Regulation

Observe and comply with all fire regulations and directions in relation to fire regulations specified by the Licensor or the local fire authority or required by statute.

21. Compliance with Health and Safety Regulations

Observe and comply with all regulations and all requirements of the health and safety at Work, etc Act 1974 and also any other regulations relating to employees of the Licensee so far as they related to the allocated space and the business of the Licensee carried on in it.

22. Alterations etc

- 1.1. Not to carry out any structural or electrical work in the allocated space nor use any materials for the fitting out or decoration of it without first obtaining the written consent of the Licensor who shall have absolute discretion in giving or withholding such consent.
- 1.2. Not to erect any trellis work grill or other devise for the protection of the goods in the allocated space unless it is of a type or form previously approved by the Licensor

which can be stored within the limits of the allocated space and so as to preserve the good appearance of the Hall when not in use.

23. Heating

Not to use any space heater in the allocated space unless of a type previously approved by the Licensor.

24. Compliance with Local Authority Byelaws etc

Conform with all regulations and byelaws (if any) of the Licensor and other official bodies relating to the allocated space and it's fitting out.

25. Obstruction Loading

Not at any time to block any drives passageways or other areas giving access to the hall and use only the loading facilities at the times designated by the Licensor.

26. Vacation of Hall

Vacate the hall at the end of normal business hours.

27. Assignment etc

- 1.1. Not to assign or transfer the benefit of this Licence to any other person or company whatsoever.
- 1.2. Not to suffer or permit any other person or company to have the use or occupation of the allocated space.

28. Indemnity

- 1.1. Indemnify the Licensor against all and any claim or demands (whenever made) and all costs and expenses incurred by the Licensor relating to or arising out of the use of the allocated space by the Licensee.
- 1.2. Any claims which may at any time be made against the Licensor (whether under the Occupiers' Liability Act 1957 or otherwise) in relation to the allocated space (Including any claim made by any of the Licensee's employees) arising wholly or in part from any act or omission of the Licensee.

29. Insurance

- 1.1. To adequately insure the goods in the allocated space and the hall and the Licensee's fixtures and fittings.
- 1.2. To take out adequate third party insurance in respect of the Licensee's use and occupation of the Allocated Space.

1.3. In both cases to produce evidence of such insurance to the Licensor upon request.

30. Compliance with Licensor's Rules etc

Comply with all conditions rules and regulations for the time being prescribed by the Licensor for the management control and repair of the hall or the allocated space.

31. Removal of Goods etc on Termination

Remove all the Licensee's merchandise and fixtures and fittings of a temporary nature which may be put in or upon the allocated space by the Licensee during the continuance of this Licence upon the termination of this Licence however determined and leave the allocated space clean and in good repair and having repaired and made good any damage occasioned to it during the Licensee's occupation.

32. Business Hours

Comply with any requirement of the Licensor with regard to normal business hours and any temporary alteration to them during Bank Holidays and Christmas periods.

33. VAT

Whenever any sum is payable by the Licensee on which VAT is chargeable to pay in addition to such sum the amount of the VAT thereon.