

CAR BOOT SALES & AD-HOC OR OCCASIONAL MARKETS & SALES



Guidance Notes

Skipton Town Council, as the Market Authority and under its Market Charter and other statutory rights (often referred to as 'Market Rights' and covered by the terms of the Food Act 1984) is responsible for the holding and regulating of markets within a distance of approximately 7 miles of Skipton High Street (where the regular market is held).

These rights allow the Council to protect Skipton Market from unauthorised trading activity – and protect the integrity and viability of the main Market.

As a result, the Council's permission is required for any other markets or similar activity within the protected area, including car boot sales.

This is not to say that the Council will not allow such activity – and, generally, permission will be given for ad-hoc or occasional events which the Council feels will not have a negative impact on the operation or viability of Skipton Market itself.

The pack gives you further information on what is likely to be approved and what isn't. It includes the terms and conditions which would be applicable if your application is approved and details of fees payable (if any).

If you have any further questions, please contact **Skipton Town Council** on **01756 700553** and ask to speak to our Market Officers.

Background

Skipton Market is unique. Its history dates back to medieval times, when a royal charter granted consent to The Lord of the Honour of Skipton Castle to hold a fair on Skipton High Street. This consent still holds true today - and the current owner of Skipton Castle grants the rights to hold the market on four days each week.

The historic fairs of medieval times have long since been replaced by what we now recognise as a traditional street market, but the principles are the same - a group of traders get together on the High Street and sell their wares.

For many years, the market in Skipton was a place where animals were traded. The town's close associations with sheep is reflected in the name of the town. Skipton actually means "sheep town" - so the historic link will always remain.

Skipton Market is an outdoor market which operates every **Monday, Wednesday, Friday and Saturday** throughout the year. It is located directly on the High Street in the centre of Skipton a tourist-based market town on the edge of the beautiful Yorkshire Dales.

On each market day, stalls are erected on the area of the High Street known as the setts. These are, in effect, cobbled areas between the formal footpaths and the main road.

From an administration point of view, the current Market is managed by Skipton Town Council as part of its Town Centre Management function.

The Council's responsibilities, under the terms of the Market Charter and associated legislation through the Food Act 1984, include ensuring that no unauthorised activities take place which might impact on the operation or viability of the Market.

Those responsibilities extend to any activities taking place within a distance of six and two-thirds miles from the 'Market Place' in this case Skipton High Street.

What Kind of Operations are Covered?

The permission of Skipton Town Council is required for any activity which could be regarded as a 'market'

A 'market' is generally defined as "a concourse of buyers and sellers"

Without prejudice, the kind of activities which would require the permission of the Council include (but are not limited to):

- **Car Boot Sales**
- **Table Top Sales**
- **Occasional Sales or Markets**
- **Farmers Markets**
- **Antiques Markets**
- **Flea Markets**
- **Craft Fairs**
- **Specialist Sales or Fairs (i.e Record or CD fairs)**

What is Likely to be Approved?

The purpose of regulating these activities is purely to protect the interests of the main Skipton Market.

Provided that the Council is of the opinion that the activity will not have a negative impact on the main Skipton Market, permission is likely to be approved.

The decision of the Council, in its capacity of Market Authority, will be final.

The Council will take into account factors such as:

- The location and proximity of the activity
- The date/day and times of the activity
- The frequency of the activity
- The size and nature of the activity
- The type of good(s) for sale
- Whether the activity is for commercial gain or is for community/charity and/or fundraising purposes (this information will also be used in deciding whether or not to charge a fee).
- The experience and/or ability of the applicant to manage the event (this would include such matters as satisfying health and safety, public liability, food safety and other such legislation).
- How many other events are proposed for the same day within the area of the Council's jurisdiction

What is NOT Likely to be Approved?

The Council is **unlikely** to approve any activity which it sees as having a direct or indirect negative impact on the main Skipton Market or on the 'Market Rights' held by the Council. Clearly, for example, the Council would not approve any proposal to create an additional regular market within the area covered by its jurisdiction.

The Council is also unlikely to approve multiple, regular applications for high volumes of the same activity in the same location – particularly if for commercial gain.

Each individual application is reviewed on its own merit.

Fees and Charges

In granting permission for an event, the Council MAY levy an application fee. Generally such fees will be charged as shown below (correct at 1st July 2018, subject to change).

You should NOT send any payment with your application. The Council will review your application and decide whether to charge a fee. If it does decide to charge a fee, the Council's decision (based on its opinion and on the information you provide in the application) will be final.

Final permission will not be granted and no licence will be issued until full payment of any fee has been received.

The following is for guidance but sets out the broad principles on which the Council will make its decision:

- **Car Boot Sales (up to 50 vehicles):** A flat application fee of £100 (plus VAT at 20% – i.e a **total of £120**) for events which are, or in the opinion of the Council are, of a commercial nature (i.e where the organiser retains all or part of any of the proceeds of the event)
- The application fee will be waived (at the Council's discretion) where it can be demonstrated that 100% of the proceeds will go to a recognised **local** charity, recognised community group or bona-fide community project.
- In the case of a recognised charity, where it cannot be demonstrated that 100% of the proceeds will go directly to the benefit of a local branch, an application fee of £50 (plus VAT at 20% - i.e a total of £60) will be charged.

- **Car Boot Sales (over 50 vehicles):** The application fee, where payable, will increase to £150 (plus VAT at 20% - i.e a **total of £180**).
- Again the fee may be waived or discounted, at the discretion of the Council, for recognised charities or community groups.

- **Other Ad-Hoc Sales or Occasional Markets:** An application fee of either £100 (for up to 50 stalls) or £200 (for more than 50 stalls) plus VAT (i.e either £120 or £240) will be charged for events which are, or in the opinion of the Council are, of a commercial nature (i.e where the organiser retains all or part of any of the proceeds of the event).
- Once again, the fee may be waived or discounted, at the discretion of the Council, for recognised charities or community groups.
- **Regular or Periodic Sales or Fairs (Farmers Markets, Craft Fairs, Record & CD Fairs, Flea Markets and other similar activities):** Requests to hold activities of this nature will always be considered on a bespoke basis – and fees will be discussed and agreed as part of the application process.

Health & Safety & Relevant Permissions

In ALL cases, regardless of whether the activity is of a commercial nature or otherwise, the Council will need to be satisfied that the applicant has in place all appropriate risk assessments and procedures to ensure the safe operation of the event – and that they have taken into consideration the impact of the event on neighbouring properties and the surrounding road and pedestrian infrastructure.

You will need to be able to demonstrate that you have the full permission of the landowner to hold the event.

The Council will discuss these requirements with you as part of the application process.

Public Liability

Again, in ALL cases, the Council will need to be satisfied that you hold a sufficient level of public liability insurance which clearly covers you or your organisation for the operation of the event.

Data Protection & GDPR

The Council may hold details of you and your organisation on file in connection with your application and in line with its data protection and GDPR policy. The Council will only use your data for the purposes of processing your application.

APPLICATION PROCESS

- **If you wish to hold ANY event, commercial or otherwise, covered by the Council's 'Market Rights' and detailed in these guidance notes, you should complete and submit an APPLICATION FOR APPROVAL.**

You **MUST** submit the form **AT LEAST 28 DAYS BEFORE THE DATE OF YOUR EVENT**. The Council will process applications on a first-come, first-served basis, so the earlier you submit your application the less likely the Council is to reject your application because your requested date is over-subscribed.

You **MUST NOT** advertise any event until you have the Council's approval.

- **Please complete the form in as much detail as you can. In particular, it is very important that we have as much information as possible about the type of event you propose to hold.**

It is also important that you indicate whether your proposed event is planned for commercial gain (either in full or part).

It may jeopardise any future applications if you fail to declare any commercial aspect of your proposed event.

- **Once you have completed the form you should submit it to the Council either by post or email. Contact details are shown below. When we have received your completed application form, it will be assessed by the Council.**

We may contact you to discuss your application or to ask for additional information – particularly where there is a commercial element to your proposed event.

- **Once the application has been assessed, you will be contacted and informed of the outcome.**
- **If your application is successful the Council will issue either a 'Permission to Hold an Event' or a licence whichever is most appropriate.**

You will also be informed if a fee is payable. ***Permissions or Licences will not be sent until any fee required has been received by the Council.***

- **If your application is not successful, the Council will inform you of the reason(s) why.**

Skipton Town Council reserves the right to decline any application.

Further Assistance

If you need any assistance in completing the application form, or if you would like any advice or clarification, please do not hesitate to get in touch. The Council will be happy to assist.

Contact Details:

Telephone: 01756 700553

Email: market@skiptontowncouncil.gov.uk

Social Media: facebook.com/skiptonmarket

COMPLETED APPLICATION FORMS SHOULD BE RETURNED TO:

**Skipton Market,
Skipton Town Council,
Town Hall,
High Street,
SKIPTON,
BD23 1FD**

Or emailed to: market@skiptontowncouncil.gov.uk

TERMS & CONDITIONS

CAR BOOT SALES & AD-HOC SALES

- 1) The Market Charter and General Market Rights held by the Council cover all applicable activities held within a radius of six and two-thirds miles of Skipton Market Place – Skipton High Street, Skipton, BD23 1FD.
- 2) Applicable activities include any ‘concourse of buyers and sellers’ and, without prejudice to the Council, include (but are not limited to) Car Boot Sales, Antique & Collectors Fairs, Flea Markets, Farmers Markets, Craft Fairs, Table Top Sales and any other occasional sale or market. For the purposes of the remainder of these terms and conditions any or all of the above activities shall be referred to as an ‘event’.
- 3) A relevant ‘Permission to Hold an Event’ or a licence must be obtained before any event is held or publicised. Applications must be made on the Council’s application form and must be submitted at least 28 days prior to the date of the event.
- 4) For the purposes of these terms and conditions an event will be classed as ‘commercial’ if all or part of the proceeds of the event are retained by the organiser for their own personal gain or that of the business or organisation they represent. The Council’s interpretation of this shall be final.
- 5) For the purposes of these terms and conditions a charity, community group or project is described as one which is registered under the Charities Act 1960, with a local branch or its headquarters based within the Parish of Skipton; or any such organisation based in the Parish of Skipton (or within six and two-thirds miles of Skipton High Street) which will devote the whole of any monies raised to the welfare of a community or to a bona-fide community project. The Council’s interpretation of this shall be final.
- 6) The applicant must not confirm, advertise or promote any event until the permission of the Council has been obtained.
- 7) The Council reserves the right to decline any application at its discretion.
- 8) The Council will not issue any ‘Permission’ or licence until the required fee (if any) has been paid to the Council.
- 9) The Council reserves the right to take further action to protect its Market Rights in the event of any unauthorised event taking place.
- 10) Any breach of these terms and conditions shall invalidate any ‘Permission’ or licence and may influence the Council in deciding whether to approve any future application.

- 11) The Council, at its discretion, may place restrictions on the frequency of events held by any organisation or at any one venue.
- 12) The Council may, at its discretion, place restrictions on the size of any event or on the number of traders allowed at an event.
- 13) Any event held on a Sunday must comply with any applicable regulations imposed by the Sunday Trading Act 1994.
- 14) The event organiser must have the permission of the landowner to hold the event on their land.
- 15) The event organiser must take into consideration and make appropriate arrangements for dealing with all matters relating to the operation of the event including, but not limited to, highways issues, management, road and pedestrian safety; waste and refuse disposal; disturbance and annoyance to neighbouring properties and/or businesses.
- 16) In promoting or marketing any approved event, the event organiser must ensure that no flyposting or other unlawful advertising is undertaken. Any advertising must not be misleading, improper or immoral. The event organiser must comply with any reasonable request of the Council to remove any materials which are in breach of this requirement.
- 17) The event organiser must hold any relevant insurances for public liability – and must ensure that any trader at the event is similarly provided for.
- 18) The event organiser must also ensure that relevant procedures are in place covering matters such as risk management, health and safety, food hygiene etc.
- 19) The event organiser will provide copies of any such insurances, certificates, policies and procedures to the Council on request.
- 20) The event organiser must keep a record of all traders attending the event including, where appropriate, names, addresses, contact details and (in the case of a car boot sale) vehicle registration numbers. If requested, such information must be made available to the Council, Police, Trading Standards and other enforcement agencies.
- 21) The event organiser must take all reasonable steps to ensure, to the best of their ability, that no stolen, fake or counterfeit goods are displayed or sold at the event.
- 22) The event organiser must take all reasonable steps to ensure, to the best of their ability, that no illegal goods are displayed or sold; that no restricted items are sold to minors; and that no goods requiring a licence are sold without the appropriate licence in place.
- 23) The event organiser will be responsible for ensuring that all traders at the event conduct themselves in an orderly manner.

24) The event organiser shall allow any Officer of the Council, Police, Trading Standards and other enforcement agency to access the event, for monitoring purposes.

25) The event organiser indemnifies the Council against all costs, claims, actions and demands of liability of any kind arising out of the granting of any 'Permission to Hold an Event' or any associated licence, due to the event organisers failure to comply with these terms and conditions.