

**Swansea Market - Promotional Lettings & Events**

**TERMS AND CONDITIONS**

**1. AIM OF SERVICE**
The aim of this service is to allow promotional and event activities to take place within Swansea Market without adversely impacting upon customer experience or affecting Market traders’ businesses.

The Service is run by Swansea Market which is part of Swansea Council and the following terms and conditions have been put in place to govern the regulation and administration of the Lettings Service. This is over-seen on site by Swansea Market staff.

**2. ADMINISTRATION OF SERVICE**
**A) Designated Sites**

* Several sites around Swansea Market have been designated for Lettings, please see the *Swansea Market Promotional and Event Lettings Site Information* document for further information.
* Users will only be able to use the sites on the days allocated by their permit.
* Any structure or equipment brought into Swansea Market is considered the customers’ property and used at their own risk.
* Swansea Council withholds the right to apply restrictions to lettings.

**B) Booking Sites**
Bookings are administered on a first come first served basis and according to the following criteria:

* Applicants are asked to give as much notice as possible of their intended Letting(s) to enable the booking to be processed. A minimum of **2 weeks' notice** of the first required date(s) is needed.
* When booking multiple sites across and over several months, an application form is submitted each month unless otherwise advised.
* Sites may be booked Monday – Saturday, however there may be restrictions in place for Bank Holidays.
* Additional Sunday bookings may be feasible over the festive period.
* Additional booking limitations may be placed upon the sites dependent upon demand, resources and other types of activities e.g., casual trading, events, maintenance work etc.
* Fund-raisers (including direct debit collections) and charities are permitted a maximum of 2 days per week.
* Two representatives are permitted per Promotional Lettings Pitch (1 table).
* Where multiple bookings are received for the same date and site, priority will be given if the applicant is a Swansea Market business/casual trader and/or if the applicant is local to the Swansea area.

**C) Fees and Charges**
Where applicable, a fee will be charged for use of the Lettings sites. Please see the Fees and Charges sheet. The following criteria will be applied.

* The pricing structure will be reviewed annually. Charges may be automatically increased in line with inflation and/or to reflect local and other changes.
* ‘Local’ organisations are defined as those whose headquarters are based within the boundary of the Swansea Council Local Authority Area.
* Payment is generally administered by invoice from City Centre Management. Cash and cheques are also accepted and must be deposited at the Swansea Market office *(cheques made payable to ‘Swansea Council’).*
* Before subsequent bookings can take place, all invoices must be paid in full.
* Depending on the variety and complexity of applications that are received, Swansea Market reserves the right to exercise discretion over the pricing structure. For example, on occasion where there are additional requirements placed upon the service,.e.g.. site management, out of hours access etc the charges may be increased.
* If a booking is cancelled with less than two calendar weeks' notice, no refund will be given, and an invoice will still be issued if the booking payment is yet to be made. If more than two weeks' notice is given, the booking will be cancelled free of charge.

**3. AUTHORISATION**
**A) Permission**

* A confirmation email will be issued to successful applicants.
* Each application will be determined on its individual merit. Exclusions may apply (*see section 3B*).
* The submission of an application for use of the Lettings Service does not automatically constitute a booking. Bookings will be confirmed when the application is fully administered.

**B) Exclusions**

* Under the Code of Recommended Practice on Local Authority Publicity in Wales, during the period between the notice of an election and the election itself restrictions on use of the Lettings Service by candidates, politicians and/or political groups directly involved in an election will apply.
* Accidents claims groups/solicitors who wish to solicit injury claims are not permitted under this Scheme. This is guided by the Compensation Act 2006.
* Pay day loan companies, high interest lenders and opportunistic buyers are also excluded under the Council’s anti-poverty directive.
* Bookings from individuals wishing to sell goods or services fall under Casual Trading. Ask us for more information.
* Swansea Market reserves the right to refuse applications from any organisation or individual, or to terminate consent at any time, where it is felt that their presence in Swansea Market or the City Centre would not be in the interest of City Centre Management, Swansea Council and/or Swansea Market.
* Previous use does not guarantee future permission.
* Appeals for aggrieved applicants whose application has been refused or terminated will be determined in the first instance by the Senior City Centre Projects and Operations Officer. Unresolved complaints should be referred to the City Centre Manager.

**C) Relocation Rights & Enforcement**

* Swansea Market reserves the right to remove or relocate applicants if required.
* Consent holders may be required to curtail or cancel a Letting on the day, in the event of emergency or other authorised legitimate access requirements for which no satisfactory alternative access arrangements can be made. In this situation, an appropriate refund will be given.
* Consent will be terminated immediately on the occurrence of any serious breach in the terms and conditions of use or where the Letting differs from that stated in the application submitted. Swansea Market will have sole discretion in determining what amounts to a serious breach. On termination, the site shall be vacated immediately, and payment will still be required in full.
* Sub-letting of sites is strictly forbidden.

**VEHICLE USE**

* There is no parking on-site at Swansea Market. Please ask for advice on the nearest car parking facilities.
* Access to the loading bay is permissible. This must be arranged beforehand with the Market Supervisor.
* No vehicle movement what-so-ever, is permitted within the pedestrianised area of the City Centre between **10.30am and 4.00pm**. The automatic bollards are locked between these hours.
* Vehicle movement must have proper provision for public safety. Hazard warning lights must be used and vehicles must travel under 5mph at all times. Ideally, a banks-person(s) should be used to walk in front of any vehicles being driven through the City Centre.
* Vehicle access to the loading bay is only available via the access point advised by Swansea Market and City Centre Rangers. Access by any other means is prohibited.

**GENERAL HEALTH AND SAFETY**

* All on-site cables or other potential trip hazards must be adequately covered.
* All displays and equipment must be safe, tidy and attractive to the satisfaction of the Swansea Market.
* A risk assessment will be required.
* For lettings involving the use of food and food tasting, the appropriate food hygiene measures and certification will be required in advance.

**LIABILITY**

* No liability whatsoever shall attach to Swansea Market or Swansea Council. The applicant will be fully liable for any insurance claims arising from the use of the Lettings Site.
* By signing the application form users consent to an **Indemnity Agreement**.
* Users must provide evidence of valid Public Liability Insurance to the value of at least **five million pounds**. An application will remain unconfirmed until these arrangements are in place.
* The user will be responsible for the reasonable cost of repair to the flooring, furniture or other items if damage is caused by the Letting. Invoices will be issued to the applicant for any damages.
* Litter generated as a result of the Letting e.g., use of samples and flyers, must be removed from the site on a regular basis. If additional cleansing costs are incurred by Swansea Market as a result of the Letting, then an appropriate charge will be made to the user.

**CONDUCT**

* The applicant will be responsible for the satisfactory behaviour of any employees or other people involved in the Letting.
* Members of your organisation must not cause any nuisance, obstruction or annoyance to any other users of Swansea Market. Conduct and approach must be of a friendly nature and an aggressive sales technique will not be acceptable.
* Individuals must not cause any obstruction to the entranceway of any stall or shop front or cause obstruction to customers using the area. No items must be placed in the Market aisles.
* The user will ensure that sound levels generated by the activity do not cause any nuisance to customers and/or businesses in the vicinity.
* The use of loud hailers, and/or amplifiers is prohibited unless specifically agreed with Swansea Market in advance.
* No illegal or unauthorised advertising of the event within the Market (e.g., use of ‘A’ frames, bill posters or banners) is permitted unless previously agreed with Swansea Market.
* Smoking/vaping is prohibited within Swansea Market.
* Promotional lettings users will be required to wear an identity badge bearing a photograph and company name and address at all times.
* Users of the service must adhere to the Three Step rule guidance:
- You must not take more than three steps alongside the person or to follow them, even if they ask you to.
- If the member of the public has not come to a stop within the three steps allowed, you must end your attempt to talk with them.
* No monies are to be taken on Lettings Sites unless explicitly agreed in advance.
* Where personal details are collected from the public during the course of a Letting i.e., for direct debit collections, all arrangements must comply with the Data Protection Act.

**SUPPLEMENTARY INFORMATION & ENCLOSURES**

- Swansea Market Promotional Lettings & Events Application Form
- Swansea Market Promotional Lettings & Lettings Events Site Information
- Swansea Market Lettings Fees & Charges Schedule

**SWANSEA MARKET**

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**Mae’r ddogfen hefyd ar gael yn Gymraeg**

**This document is also available in Welsh**