



Temporary Event Notice

Before completing this notice please read the guidance notes at the end of the notice. If you are completing this notice by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written or typed in black ink. Use additional sheets if necessary.

You should keep a copy of the completed notice for your records. You must send at least one copy of this notice to the licensing authority and additional copies must be sent to the chief officer of police and the local authority exercising environmental health functions for the area in which the premises are situated. The licensing authority will give to you written acknowledgement of the receipt of the notice.

I, the proposed premises user, hereby give notice under section 100 of the Licensing Act 2003 of my proposal to carry on a temporary activity at the premises described below.

1. The personal details of premises user (Please read note 1)			
1. Your name			
Title	Mr <input checked="" type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other (please state)		
Surname	Mundell BEM		
Forenames	Akeim		
2. Previous names (Please enter details of any previous names or maiden names, if applicable. Please continue on a separate sheet if necessary)			
Title	Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other (please state)		
Surname			
Forenames			
3. Your date of birth		Day <input type="text"/>	Month <input type="text"/> Year <input type="text"/>
4. Your place of birth		<input type="text"/>	
5. National Insurance Number		<input type="text"/>	
6. Your current address (We will use this address to correspond with you unless you complete the separate correspondence box below)			
<input type="text"/>			
Post town <input type="text"/>		Post code <input type="text"/>	
7. Other contact details			
Telephone numbers			
Daytime			
Evening (optional)			
Mobile (optional)	<input type="text"/>		
Fax number (optional)			
E-Mail Address (if available)	<input type="text"/>		

8. Alternative address for correspondence (If you complete the details below, we will use this address to correspond with you)

Post town	Post code

9. Alternative contact details (if applicable)

Telephone numbers: Daytime	
Evening (optional)	
Mobile (optional)	
Fax number (optional)	
E-Mail Address (if available)	

2. The premises

Please give the address of the premises where you intend to carry on the licensable activities or if it has no address give a detailed description (including the Ordnance Survey references)
(Please read note 2)

St.Mary's Primary School, Adscombe Street, Off Alexandra Road, Moss Side, Manchester, M16 7AQ

Does a premises licence or club premises certificate have effect in relation to the premises (or any part of the premises)? If so, please enter the licence or certificate number below.

Premises licence number	
Club premises certificate number	

If you intend to use only part of the premises at this address or intend to restrict the area to which this notice applies, please give a description and details below. (Please read note 3)

The playground of the school is the only area that will be in use for the event. I attended St.Mary's as a student and also worked there for 8 years so I have a strong relationship with the school. I have been given permission to use the premises by the Headteacher, Business Manager & Caretaker.

Please describe the nature of the premises below. (Please read note 4)

A community primary school.

Please describe the nature of the event below. (Please read note 5)

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3. The licensable activities

Please state the licensable activities that you intend to carry on at the premises (please mark an "X" next to the licensable activities you intend to carry on). (Please read note 6)

The sale by retail of alcohol	<input checked="" type="checkbox"/>
The supply of alcohol by or on behalf of a club to, or to the order of, a member of the club	<input type="checkbox"/>
The provision of regulated entertainment	<input checked="" type="checkbox"/>
The provision of late night refreshment	<input type="checkbox"/>
Are you giving a late temporary event notice? (Please read note 7)	<input type="checkbox"/>

Please state the dates on which you intend to use these premises for licensable activities. (Please read note 8)

Sunday 30th August 2020. A markets license is already in place for the stalls side of the event - I have been liaising with Geoff Robins from the MCC Markets team.

Please state the times during the event period that you propose to carry on licensable activities (please give times in 24 hour clock). (Please read note 9)

12:00 - 20:00pm

Please state the maximum number of people at any one time that you intend to allow to be present at the premises during the times when you intend to carry on licensable activities, including any staff, organisers or performers. (Please read note 10)

499

If the licensable activities will include the supply of alcohol, please state whether the supplies will be for consumption on or off the premises, or both (please mark an "X" next to the appropriate box). (Please read note 11)

On the premises only

☒

Off the premises only

☐

Both

☐

Please state if the licensable activities will include the provision of relevant entertainment. If so, please state the times during the event period that you propose to provide relevant entertainment. (please read note 12)

4. Personal licence holders (Please read note 12)		
Do you currently hold a valid personal licence? (Please mark an "X" in the box that applies to you)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If "Yes" please provide the details of your personal licence below.		
Issuing licensing authority		
Licence number		
Date of issue		
Date of expiry		
Any further relevant details		

5. Previous temporary event notices you have given (Please read note 13)		
Have you previously given a temporary event notice in respect of any premises for events falling in the same calendar year as the event for which you are now giving this temporary event notice? (Please mark an "X" in the box that applies to you)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If answering yes, please state the number of temporary event notices you have given for events in that same calendar year		
Have you already given a temporary event notice for the same premises in which the event period: a) ends 24 hours or less before; or b) begins 24 hours or less after the event period proposed in this notice? (Please mark an "X" in the box that applies to you)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

6. Associates and business colleagues (Please read note 14)		
Has any associate of yours given a temporary event notice for an event in the same calendar year as the event for which you are now giving a temporary event notice? (Please mark an "X" in the box that applies to you)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If answering yes, please state the total number of temporary event notices your associate(s) have given for events in the same calendar year	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has any associate of yours already given a temporary event notice for the same premises in which the event period: a) ends 24 hours or less before; or b) begins 24 hours or less after the event period proposed in this notice? (Please mark an "X" in the box that applies to you)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Has any person with whom you are in business carrying on licensable activities given a temporary event notice for an event in the same calendar year as the event for which you are now giving a temporary event notice? (Please mark an "X" in the box that applies to you)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If answering yes, please state the total number of temporary event notices your business colleague(s) have given for events in the same calendar year.		
Has any person with whom you are in business carrying on licensable activities already given a temporary event notice for the same premises in which the event period: a) ends 24 hours or less before; or b) begins 24 hours or less after the event period proposed in this notice? (Please mark an "X" in the box that applies to you)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

7. Checklist (Please read note 15)	
I shall (Please mark the appropriate boxes with an "X")	
Send at least one copy of this notice to the licensing authority for the area in which the premises are situated	<input checked="" type="checkbox"/>
Send a copy of this notice to the chief officer of police for the area in which the premises are situated	<input checked="" type="checkbox"/>
Send a copy of this notice to the local authority exercising environmental health functions for the area in which the premises are situated	<input checked="" type="checkbox"/>
If the premises are situated in one or more licensing authority areas, send at least one copy of this notice to each additional licensing authority	<input type="checkbox"/>
If the premises are situated in one or more police areas, send a copy of this notice to each additional chief officer of police	<input type="checkbox"/>
If the premises are situated in one or more local authority areas, send a copy of this notice to each additional local authority exercising environmental health functions	<input type="checkbox"/>
Make or enclose payment of the fee for the application	<input checked="" type="checkbox"/>
Sign the declaration in Section 9 below	<input checked="" type="checkbox"/>
8. Condition (Please read note 16)	
It is a condition of this temporary event notice that where the relevant licensable activities described in Section 3 above include the supply of alcohol that all such supplies are made by or under the authority of the premises user.	

9. Declarations (Please read note 17)	
The information contained in this form is correct to the best of my knowledge and belief.	
I understand that it is an offence:	
(i) to knowingly or recklessly make a false statement in connection with this temporary event notice and that a person is liable on conviction for such an offence to a fine up to level 5 on the standard scale; and	
(ii) to permit an unauthorised licensable activity to be carried on at any place and that a person is liable on conviction for any such offence to a fine not exceeding £20,000, or to imprisonment for a term not exceeding six months, or to both.	
Signature	A.Mundell
Date	06/08/2020
Name of Person signing	Akeim Mundell BEM

For completion by the licensing authority

10. Acknowledgement (Please read note 18)	
I acknowledge receipt of this temporary event notice.	
Signature	On behalf of the licensing authority
Date	
Name of Officer signing	

NOTES

General

The police and local authority exercising environmental health functions may intervene on the grounds of any of the four licensing objectives (the prevention of crime and disorder, public safety, the prevention of public nuisance, and the protection of children from harm) to prevent the occurrence of an event at which permitted temporary activities are to take place or to agree a modification of the arrangements for such an event. However, the licensing authority will intervene of its own volition in the cases described below.

First, it will issue a counter notice if there is an objection to a late temporary event notice (see note 7 below).

Secondly, it may issue a notice in relation to its decision to impose conditions on a temporary event notice (see note 2 below).

Thirdly, it will issue a counter notice if the first, second and fourth of the limits set out below would be exceeded. If any of the limits below are breached or if a counter notice has been issued, any licensable activities taking place would be unauthorised and the premises user would be liable to prosecution. The limitations apply to:

- the number of times a person (the “premises user”) may give a temporary event notice (50 times per year for a personal licence holder and 5 times per year for other people);
- the number of times a person (the “premises user”) may give a late temporary event notice (10 times per year for a personal licence holder and 2 times per year for other people);
- the number of times a temporary event notice may be given in respect of any particular premises (15 times in a calendar year);
- the length of time a temporary event may last for these purposes (168 hours);
- the maximum aggregate duration of the periods covered by temporary event notices at any individual premises (21 days per calendar year); and
- the scale of the event in terms of the maximum number of people attending at any one time (a maximum of 499).

For the purposes of determining the overall limits of 50 temporary event notices per personal licence holder (in a calendar year) and of 5 for a non-personal licence holder (in a calendar year), temporary event notices given by an associate or a person who is in business with a premises user (and that business involves carrying on licensable activities) count towards those totals. The limits applying to late temporary event notices are included within the overall limits applying to the total number of temporary event notices. Note 14 below explains the definition of an “associate”.

When permitted temporary activities take place, a premises user must ensure that either:

a copy of the temporary event notice endorsed as acknowledged by the licensing authority is prominently displayed at the premises; or that

the temporary event notice is kept at the premises either in his own custody or in the custody of a person present and working at the premises and whom he has nominated for that purpose.

Where the temporary event notice is in the custody of a nominated person, a notice specifying that fact and the position held by that person must be displayed prominently at the premises.

Where the temporary event notice or a notice specifying the nominated person is displayed, a constable or an authorised person (for example, a licensing officer, fire officer or environmental health officer) may require the premises user to produce the temporary event notice for examination. Similarly, where the nominated person has the temporary event notice in his custody, a constable or authorised person may require that person to produce it for examination. Failure to produce the temporary event notice without reasonable excuse would be an offence.

It should also be noted that the following, among other things, are offences under the Licensing Act 2003:

- the sale or supply of alcohol to children under 18 years of age (maximum fine on conviction is a fine up to level 5 on the standard scale, currently £5,000);
- allowing the sale of alcohol to children under 18 (maximum fine on conviction is a fine up to level 5 on the standard scale, currently £5,000);
- knowingly allowing the consumption of alcohol on the premises by a person aged under 18 (maximum fine on conviction is a fine up to level 5 on the standard scale, currently £5,000);
- allowing disorderly behaviour on the premises (maximum fine on conviction is a fine up to level 3 on the standard scale, currently £1,000);
- the sale of alcohol to a person who is drunk (maximum fine on conviction is a fine up to level 3 on the standard scale, currently £1,000);
- obtaining alcohol for a person who is drunk (maximum fine on conviction is a fine up to level 3 on the standard scale, currently £1,000);
- knowingly allowing a person aged under 18 to make any sale or supply of alcohol unless the sale or supply has been specifically approved by the premises user or any individual aged 18 or over who has been authorised for this purpose by the premises user (maximum fine on conviction is a fine up to level 1 on the standard scale, currently £200); and
- knowingly keeping or allowing to be kept on the premises any smuggled goods which have been imported without payment of duty or which have otherwise been unlawfully imported (maximum fine on conviction is a fine up to level 3 on the standard scale, currently £1,000).

In addition, where the premises are to be used primarily or exclusively for the sale or supply of alcohol for consumption on the premises, it is an offence to allow children under 16 to be present when the premises are open for that purpose unless they are accompanied by an adult. In the case of any premises at which sales or supplies of alcohol are taking place at all, it is an offence for a child under 16 to be present there between the hours of midnight and 5am unless accompanied by an adult. In both instances, the penalty on conviction is a fine not exceeding level 3 on the standard scale, currently £1,000.

Note 1

A temporary event notice may only be given by an individual and not, for example, by an organisation or club or business. The individual giving the notice is the proposed “premises user”. Within businesses, clubs or organisations, one individual will therefore need to be identified as the proposed premises user.

If you include an e-mail address in section 1(7) or 1(9), the licensing authority may send to this the acknowledgement of receipt of your notice or any notice or counter notice it is required to give under sections 104A, 106A or 107 of the Licensing Act 2003.

Note 2

For the purposes of the Licensing Act 2003, “premises” means any place. Premises will therefore not always be a building with a formal address and postcode. Premises can include, for example, public parks, recreation grounds and private land.

If a premises licence or club premises certificate has effect in relation to the premises (or any part of the premises) which you want to use to carry on licensable activities, it is possible that any conditions which apply to the licence or certificate may be imposed on the temporary event notice if certain pre-conditions are met. These pre-conditions are that the police or the local authority exercising environmental health functions object to the notice and the licensing authority decides:

- not to give a counter notice under section 105 of the Licensing Act 2003;
- the conditions apply to the licence or certificate; and
- the imposition of the conditions on the notice would not be inconsistent with the carrying on of the licensable activities under the notice.

Note 3

A temporary event notice can be given for part of a building, such as a single room or a plot within a larger area of land. You should provide a clear description of the area in which you propose to carry on licensable activities. This is important as any licensable activities conducted outside the area of the premises protected by the authority of this temporary event notice would be unlawful and could lead to prosecution.

In addition, when holding the proposed event, the premises user would need to be able to restrict the number of people on the premises at any one time when licensable activities are taking place to less than 500. If more than 499 are on the premises when licensable activities are being carried on, the licensable activities would be unlawful and the premises user would be liable to prosecution. The maximum figure of 499 includes, for example, staff, organisers, stewards and performers.

Note 4

A description of the nature of the premises assists the chief officer of police and local authority exercising environmental health functions in deciding if any issues relating to the licensing objectives are likely to arise. You should state clearly that the premises to be used are, for example, a public house, a restaurant, an open field, a village hall or a beer tent.

Note 5

A description of the nature of the event similarly assists the chief officer of police and local authority exercising environmental health functions in making a decision as to whether or not to make an objection. You should state clearly that the event taking place at the premises would be, for example, a wedding with a pay bar, the supply of beer at a particular farmers' market, a discotheque, the performance of a string quartet, a folk group or a rock band.

Note 6

The licensable activities are:

- the sale by retail of alcohol;
- the supply of alcohol by or on behalf of a club to, or to the order of, a member of a club;
- the provision of regulated entertainment; and
- the provision of late night refreshment.

Please refer to Schedules 1 and 2 to the Licensing Act 2003 for fuller details of the definitions and exemptions relating to regulated entertainment and late night refreshment.

Regulated entertainment, subject to specified conditions and exemptions, includes:

- (a) a performance of a play;
- (b) an exhibition of a film;
- (c) an indoor sporting event;
- (d) a boxing or wrestling entertainment;
- (e) a performance of live music;
- (f) any playing of recorded music;
- (g) a performance of dance;
- (h) entertainment of a similar description to that falling within (e), (f) or (g).

Regulated entertainment also includes the provision of "entertainment facilities" for:

- (a) making music;
- (b) dancing; and
- (c) entertainment of a similar description to that falling within (a) or (b).

If you are uncertain whether or not the activities that you propose are licensable, you should contact your licensing authority for further advice.

Note 7

Late notices can be given no later than 5 working days but no earlier than 9 working days before the event in relation to which the notice is given. A late notice given later than 5 working days before the event to which it relates will be returned as void and the activities described in it will not be authorised.

The number of late notices that can be given in any one calendar year is limited to 10 for personal licence holders and 2 for non-personal licence holders. These count towards the total number of temporary event notices (i.e. 50 temporary event notices per year for personal licence holders and 5 temporary event notices for non-personal licence holders).

If there is an objection from either the police or local authority exercising environmental health functions, the event will not go ahead and a counter notice will be issued.

Note 8

The maximum period for using premises for licensable activities under the authority of a temporary event notice is 168 hours (seven days).

Note 9

You should state here the times during the event period, for example 48 hours, when you intend to carry on licensable activities. For example, you may not intend to carry on licensable activities throughout the entire 48 hour event period, and may intend to sell alcohol between 8.00 hrs and 23.00 hrs on each of the two days.

Note 10

No more than 499 may be on the premises for a temporary event at any one time when licensable activities are being carried on. If you intend to have more than 499 attending the event, you should obtain a premises licence for the event. Your licensing authority should be able to advise you. The maximum figure of 499 does not just include the audience, spectators or consumers and includes, for example, staff, organisers, stewards and performers who will be present on the premises.

Note 11

If you indicate that alcohol will be supplied only for consumption on the premises, you would be required to ensure that no person leaves the premises with alcohol supplied there. If such a supply takes place, the premises user may be liable to prosecution for carrying on an unauthorised licensable activity. Similarly, if the premises user gives notice that only supplies of alcohol for consumption off the premises will take place, he/she must ensure that alcohol supplied is not consumed on the premises. The premises user is free to give notice that he/she intends to carry on both types of supplies. For this purpose the supply of alcohol includes both of the first two licensable activities listed in note 6 above.

Note 12

Relevant entertainment is defined in the Local Government (Miscellaneous Provisions) Act 1982 ("the 1982 Act") as *any live performance or any live display of nudity which is of such a nature that, ignoring financial gain, it must reasonably be assumed to be provided solely or principally for the purpose of sexually stimulating any member of the audience (whether by verbal or other means)*. Relevant entertainment therefore includes, but is not limited to, lap dancing and pole dancing.

The 1982 Act requires premises which provide relevant entertainment to be licensed under that Act for this purpose. Premises at which there have not been more than eleven occasions on which such entertainment has been provided within a period of 12 months, no such occasion has lasted for more than 24 hours and there has been a period of at least one month between each such occasion are exempt from the requirement to obtain a licence under the 1982 Act. Such premises are likely instead to require an authorisation under the Licensing Act 2003 to be used for such activities as these are a licensable activity (the provision of regulated entertainment – see note 6 above). A temporary event notice may be given for this purpose.

Note 13

The holder of a valid personal licence issued under the Licensing Act 2003 may give up to 50 temporary event notices in any calendar year subject to the other limitations in the 2003 Act. A proposed premises user who holds such a licence should give the details requested.

Note 14

As stated under Note 12, a personal licence holder (issued under the Licensing Act 2003) may give up to 50 temporary event notices (including 10 late notices) in any calendar year. An individual who does not hold a personal licence may only give 5 temporary event notices (including 2 late notices) in England and Wales in any calendar year. A calendar year is the period between 1 January to 31 December inclusive in any year.

If an event straddles two calendar years, it will count against the limits on temporary event notices (15 for each premises, 21 days for each premises, 50 per personal licence holder and 5 for non-holders) for each year, however, only one notice needs to be given.

For the purposes of determining the overall limits of 50 temporary event notices per personal licence holder (in a calendar year) and of 5 for a non-personal licence holder (in a calendar year), temporary event notices given by an associate or a person who is in business with a premises user (and that business involves carrying on licensable activities) count towards those totals. Note 14 below sets out the definition of an “associate”.

If a temporary event notice has been given for the same premises, by the same premises user, and would have effect within 24 hours before the start of the event period under the current proposal or within 24 hours after the end of that period, the temporary event notice given would be void and any licensable activities carried on under it would therefore be unlicensed.

For the purposes of determining whether or not the required gap of 24 hours is upheld, temporary event notices given by an associate or a person who is in business with a premises user (and that business involves carrying on licensable activities) count as if they had been given by the premises user himself. Note 14 below sets out the definition of an “associate”.

Note 15

An “associate” of the proposed premises user is:

- a. the spouse of that person;
- b. a child, parent, grandchild, grandparent, brother or sister of that person;
- c. an agent or employee of that person; or
- d. the spouse of a person within (b) or (c).

For these purposes, a person living with another as that person’s husband or wife is to be treated as that person’s spouse.

These provisions will be subject to amendment by the Civil Partnerships Act. These amendments are due to take effect from 5th December 2005.

Note 16

It is a requirement that you send at least one copy of this notice to the licensing authority at least ten working days (or five working days for a late notice) before the commencement of the proposed licensable activities. The authority will give you written acknowledgement of the receipt of the notice. This will be important proof that you gave the notice and when you gave it for the purposes of the Act. Some premises may be situated in two licensing authority areas, for example, where a building or field straddles the local authority boundary. Where this is the case, at least one copy of the notice must be sent to each of the licensing authorities identified, together with the appropriate fee in each case. In such circumstances, you will receive acknowledgements from all the relevant licensing authorities.

One copy must be sent to each of the chief officer of police and the local authority exercising environmental health functions for the area in which the premises is situated at least ten working days for a standard notice (or five working days for a late notice) before the commencement of the proposed licensable activities. Where the premises are situated in two police areas or environmental health areas, a further copy will need to be sent to the second police force and local authority exercising environmental health functions.

Note 17

Under the Licensing Act 2003, all temporary event notices are given subject to a mandatory condition requiring that where the licensable activities involve the supply of alcohol, all such supplies must be made by or under the authority of the named premises user. If there is a breach of this condition, the premises user and the individual making the supply in question would be liable to prosecution. For this purpose the supply of alcohol includes both of the first two licensable activities listed in note 6 above.

Note 18

It is an offence knowingly or recklessly to make a false statement in, or in connection with, a temporary event notice. (A person is to be treated as making a false statement if he produces,

furnishes, signs or otherwise makes use of a document that contains a false statement). To do so could result in prosecution and a fine not exceeding level 5 on the standard scale.

Note 19

You should not complete section 10 of the notice, which is for use by the licensing authority. It may complete this section as one means of giving you written acknowledgement of the receipt of the notice.

Manchester's Got Talent Part 6

Company name: Manchester's Got Talent

Assessment carried out by: Akeim Mundell BEM

Date of next review: 29/08/2020

Date assessment was carried out: 31/07/2020

What are the hazards?	Who might be harmed and how?	What are you already doing to control the risks?	What further action do you need to take to control the risks?	Who needs to carry out the action?	When is the action needed by?	Done
Social Bubbles	All attendees – If groups were to congregate and have conversations.	I have recruited a company on board to provide social bubbles of tables and chairs to accommodate groups of six – Which will be set up in the opened space area in front of the stage.	Security staff to encourage attendees to sit in the locations provided in their social bubbles.	Chair and table hire company. Security and stewarding team.	29/08/2020 30/08/2020	
Safety	All attendees – If an issue was to arise and also to encourage 2m	I have recruited a security team and a stewarding team who will be located	Both teams to be shown their locations on the day of the event.	Akeim Mundell BEM	30/08/2020	

What are the hazards?	Who might be harmed and how?	What are you already doing to control the risks?	What further action do you need to take to control the risks?	Who needs to carry out the action?	When is the action needed by?	Done
	gaps if queue's are formed for stalls.	in certain points around the location. GMP will also be in attendance.				
Queue's	Customers – Lines may become too close to one another.	Stall holders will take orders from the customers direct, rather than just from the stall base.	N/A	Each stall holder.	30/08/2020	
Portaloo's	All attendees – Portaloo's could become a hazard if not maintained.	I have recruited cleaners who will assess and cleanse the Portaloo's hourly.	Ensuring all the correct cleaning items have been purchased.	Cleaning staff.	28/08/2020	
Entrance / Exit Points	All attendees – A congestion could be caused.	We have identified an entrance point and a separate exit point – Security will be at both points.	Ensuring both points are labelled clearly.	Akeim Mundell BEM	29/08/2020	
Safety of Each Individual	All attendees – Simply forgetting	I have gathered suitable flyers of	The flyers to be laminated and sliced.	Akeim Mundell BEM	28/08/2020	

What are the hazards?	Who might be harmed and how?	What are you already doing to control the risks?	What further action do you need to take to control the risks?	Who needs to carry out the action?	When is the action needed by?	Done
	to follow the governments guidelines (ie: coughing, sneezing, washing of hands etc) could affect others.	advice from the NHS and other providers – These will be laminated and put on to the social bubble tables and on to the variety of stalls. Hand sanitizer will be offered and encouraged to attendees on arrival by the entrance security staff. Also hand sanitizers will be on each table.	To order the bulk of hand sanitizers.	Akeim Mundell BEM	03/08/2020	

More information on managing risk: www.hse.gov.uk/simple-health-safety/risk/



MARKET RIGHTS LICENCE

APPLICATION REFERENCE 3588083

LICENCE DATA

1 **THE LICENSEE**

MR AKEIM MUNDELL BEM, Manchester's Got Talent, [REDACTED]
[REDACTED] [REDACTED]

2 **THE COUNCIL**

THE COUNCIL OF THE CITY OF MANCHESTER, Town Hall, Albert Square,
Manchester M60 2LA.

3 **LICENCE TERMS**

- 3.1 "Administration Fee" means £55.00 already paid
- 3.2 "Commodities" means hot food and drink including alcohol for consumption on site, art, key rings, clothing and associated accessories but excluding absolutely all prohibited goods
- 3.3 "Licence Fee" means £90.00 already paid
- 3.4 "Licence Period" means Sunday 30 August 2020 only subject to earlier termination in accordance with the provisions of this Agreement
- 3.5 "Manchester Markets" means the section of Manchester Markets, New Smithfield Market, Whitworth Street East, Openshaw, Manchester M11 2WJ within the Neighbourhoods directorate of the Council
- 3.6 "Market" means Manchester's Got Talent Part 6 Community Market
- 3.7 "Premises" means St Mary's C of E Primary School, Adscombe Street, Moss Side, Manchester M16 7AQ
- 3.8 "Trading Days and Trading Times" means from 12noon to 8pm during the Licence Period
- 3.9 "Trading Spaces" means up to 20 individual stalls stands pitches and vehicles per Trading Day each Trading Space being restricted to an individual seller and defined as an area of no more than 3m² and any Trading Space including more than one seller and/or exceeding this size is to be deemed as multiple spaces
- 3.10 The terms and conditions set out in clauses 4 to 12 (inclusive) of this Agreement, overleaf.
-

SIGNED by the Licensee **MR AKEIM MUNDELL BEM**

A.Mundell

on date 31/07/2020

SIGNED on behalf of the Head of Wholesale and Retail Markets of Manchester Markets of the Council by:

on date

4. THE LICENCE

- 4.1 Subject to clause 5 “Licensee’s Undertakings”, and the other remaining terms of this Agreement, the Council as the Market Rights owners hereby grants a Market Rights Licence to the Licensee to hold a Market during the Licence Period on the Trading Days and for the Trading Times with the Trading Spaces at the Premises to sell the Commodities in consideration of the payment of the Administration Fee and the Licence Fee to the Council. It should be noted that this Licence is independent of any other requirement for a licence or licences that may be required by the Licensee or owner of the premises, the responsibility for obtaining the same is solely the obligation of the Licensee.

5. LICENSEE’S UNDERTAKINGS

- 5.1 The Licensee agrees and undertakes to the following:
- 5.1.1 to not hold a Market at any premises to which the Licensee has not obtained the written permission of the owner of the Premises (and where applicable the appropriate written planning consent), and it shall ensure that it complies in all respects with any requirements of the owner of the Premises;
 - 5.1.2 to not hold itself out to the Council as having obtained consent under clause 5.1.1 where no such consent has been obtained;
 - 5.1.3 to only allow the sale or display of the commodities specified in clause 3.2;
 - 5.1.4 to ensure that all Commodities are authentic to the origin stated and must reflect the type of Market advertised;
 - 5.1.5 to not permit the display, sale or storage at the Market of any of the Prohibited Goods as defined in this clause 5.1.5, which is absolutely forbidden. Without prejudice to the foregoing “Prohibited Goods” under this clause 5.1.5 shall mean all and any counterfeit or fake goods; android / kodi and all similar TV streaming digi-boxes, all substances known and classed as ‘Legal Highs’ including poppers and laughing gas, any drugs (whether pharmaceutical or otherwise); any matter or thing in any way related to drugs; swords and knives (including any that are replica and / or ornamental, but excluding kitchen knives); firearms and ammunition (including any that are replica and / or ornamental); explosive materials, including fireworks; off-road motorised vehicles; anything of a pornographic, offensive or morally questionable nature; accident and injury

compensation claim services; and clothing that represents or promotes gangs, violence, firearms and ammunition; hoverboards;

- 5.1.6 to notify Manchester Markets within seven days of the Licence Period of any alteration and/or addition to the number of permitted Trading Spaces in attendance at the Market on each and every Trading Day of the same and shall pay the additional Licence Fee notified to it by the Council;
- 5.1.7 to keep a written record of the details of the users of all Trading Spaces at the Market, including but not limited to name, address, contact telephone number and upon request provide the same to the statutory body;
- 5.1.8 to notify Manchester Markets in writing of any changes to the details it has registered with Manchester Markets within seven days of any changes;
- 5.1.9 to permit the Council, its officers servants or agents, to enter upon the Premises without restriction when the Market is open for trading or at all other reasonable times for the purpose of inspecting the Market and ascertaining that the conditions of this Agreement are being observed;
- 5.1.11 to ensure that all activities at the Market meet current health and safety legislation;
- 5.1.12 to take all reasonable steps to ensure the safety of others attending the Market;
- 5.1.13 to complete and make available upon request to the Council and any statutory bodies:
 - (i) all relevant fire and risk assessments; and
 - (ii) a catering management plan in respect of any food traders; and
 - (iii) an alcohol management plan in respect of the permitted sale of alcohol.
- 5.1.14 to ensure that all electrical equipment is safe and fit to use, is installed by a suitably qualified person and that all portable electrical appliances have a valid PAT certificate; and

- 5.1.15 to ensure that the use of all gas appliances complies with the gas safety regulations has a corresponding gas safety certificate and all users are suitably trained.

5.2 Prohibitive Acts

The Licensee shall:

- 5.2.1 not cause or permit notices or posters advertising the event to be displayed on lampposts, buildings etc., without permission of the Council or in contravention of the Town and Country Planning Act 1971 (advertisements without permission) or the Environmental Protection Act 1990;
- 5.2.2 ensure that any signs or notices displayed at the Trading Spaces only relate directly to the Market, including:
- (i) the number or location of the Trading Space;
 - (ii) the name and contact details of the trader;
 - (iii) the name price and description of the goods and services available for sale; and
 - (iv) any relevant rules and regulations including those relating to this Agreement such as the Real Deal Code of Practice;
- 5.2.3 not cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Premises or accessways to the premises or the owner of the Premises or adjoining or neighbouring premises or to the occupiers or users of the Market or any adjoining or neighbouring premises.

5.3 Rules Regulations and Statutory Requirements

The Licensee shall ensure that it and any of its traders comply with all statutory and regulatory requirements and shall not do or permit to be done anything that will or might constitute a breach, contravention or conflict of the following:

- 5.3.1 the Council's Manchester Markets Rights Policy issue November 2010 (updated November 2014) as the Council may amend the same from time to time;
- 5.3.2 all reasonable requests of the Council or any other authorised officer or agent of the Council attending the Market for the compliance of the Market Rights Policy;

- 5.3.3 the reasonable rules and regulations of the Council made and notified to the Licensee governing the Market Rights and/ or the Licensee's use of the Premises;
- 5.3.4 the Real Deal Initiative and the Code of Practice set out in Schedule 1;
- 5.3.5 the Food Safety Act 1984 and the Food Hygiene Regulations;
- 5.3.6 the relevant Sunday trading legislation, where applicable;
- 5.3.7 any legal or statutory requirement affecting the Premises or the Market; and
- 5.3.8 any byelaws or any resolution or order of the Council or any regulations of the Council relating to the Market which may from time to time be in operation.

5.4 Indemnity

The Licensee shall:

- 5.4.1. indemnify and keep indemnified the Council from and against any and all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this Agreement or the Market, and/or any breach of any of the Licensee's Undertakings contained in clause 5.1, or the exercise or purported exercise of any of the rights given in clause 4;
- 5.4.2 effect and maintain throughout the Licence Period public indemnity insurance in a sum not less than £10 million in respect of the Licensees liability and any liability of the Council in relation to:
 - (i) all public liability and third party risks, and
 - (ii) all liability actions proceedings costs claims demands and expenses whatsoever in respect of or in connection with any injury (including death) loss or damage to any persons or property; and
- 5.4.3 at least seven days in advance of the Licence Period and on reasonable demand produce to the Council satisfactory evidence and details of the insurance effected by the Licensee pursuant to the preceding sub clause.

6 Termination

6.1 The rights granted in clause 4 shall terminate automatically on expiry of the Licence Period and/or upon the following:

6.1.1 the Council having served a notice of immediate termination following a material breach by the Licensee of this Agreement and/or of any of the Licensee's Undertakings at clause 5, and

6.1.2 on not less than seven days' notice given by the Council or the Licensee to the other party.

6.2 Any termination under this clause 6 shall be without prejudice to the Council's rights in respect of any breach of the undertakings contained in clause 5.

7. Assignment prohibited

7.1 The benefit of this Agreement is personal and exclusive to the Licensee and shall not be capable of assignment or transfer to anyone other than the named individual/ organisation listed at clause 1 of the Licence Data.

8. Notices

8.1 All notices given by either party pursuant to the provisions of this Agreement must be in writing, and in the case of the Licensee are to be served on the named individual and at the address stated at clause 1 of the Licence Data and in the case of the Council shall be served on the General Manager of Manchester Markets at the address stated at clause 3.5 of the Licence Data.

9. Disclosure

9.1 As part of their commitment to the Real Deal Initiative the Council will disclose details of the Market to the Trading Standards.

9.2 The Council may disclose details of the Market to other relevant City Council Departments and Government Agencies.

9.3 Otherwise, the Council will keep all the details of the Licensee private and confidential as required under the Data Protection Act 1998 and any subordinate legislation made under such act subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

10. Severance

- 10.1 If at any time any provision of this Agreement is or becomes invalid or unenforceable in any respect, such provision shall be deemed to be severed from this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be effected or impaired thereby.

11. Counterparts

- 11.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

12. Jurisdiction

- 12.1 This Agreement shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.

Schedule 1 - Code of Practice

Working with Trading Standards

1. Liaise with, and take advice from, Trading Standards on any matters relevant to this Code of Practice or other legal issues relating to the supply of goods at the market.

Protecting Shoppers and Legitimate Sellers from Illegal Goods

2. Prohibit the supply of illegal goods, which include stolen goods, suspected stolen goods, counterfeit goods, unsafe goods, tobacco goods (duty unpaid), alcoholic goods (without licence), fireworks (sold otherwise than in accordance with code and regulations), offensive weapons and items of a pornographic nature.
3. Manage the market effectively and take reasonable steps to patrol and monitor the market; act on information from trade mark and copyright holders and other agencies that may highlight the sale of illegal goods; exclude suspected sellers of illegal goods; and remove sellers found to be selling illegal goods or colluding with sellers of illegal goods. Where such sellers refuse to co-operate with the directions of the organiser of the market, seek assistance from Trading Standards or other relevant authorities.
4. Notify Trading Standards of any suspected sellers of illegal goods together with details of their identities and vehicles wherever possible.

Be Aware of Who is Trading

5. Where possible, obtain, and regularly update a fully completed application form for every seller at the market, whether they are permanent, temporary or casual, including taking proof of identity, address and vehicle registration details.
6. Where possible, display prominently at the front of each trading space the space reference number and seller ID.
7. Prohibit sellers who refuse to supply or display the information required in 5 and 6 above from trading.

Communicate the Market's Commitment to Fair Trading

8. Display consumer advice information, available from the Trading Standards website www.manchester.gov.uk/info/200098/trading_standards/6518/consumer_advice, and the Code of Practice at entrances, exits and other relevant points at the premises.
9. Ensure all staff employed at the market are aware of this Code of Practice and its requirements. All security staff shall be employed in compliance with the provisions of the Private Security Industry Act 2001.
10. Ensure that all sellers are provided with a copy of the Code of Practice as well as the Advice Leaflet for Market Traders available to download from the Real Deal website at <http://www.realdealmarkets.co.uk/resources/>.