

Section B – Application Requirements

The auction is open to ALL who have fully completed the application form and have provided proof of address.

Note - you do not need a vehicle/trailer in place to participate in the auction.

Once satisfied all sections of the application have been completed, Council will pass your details to the auctioneer for registration purposes. If you wish to bid online or via the telephone the auctioneers office will explain the process and provide the relevant details to assist.

Each participant in the auction will have a unique I.D. number attributed to their name and address.

Note - If you bid at auction, either in person, online or via the telephone and are the highest bidder and secure a licence to trade you have entered into a legal binding contract.

If you do not have a vehicle/trailer available to trade from immediately you are still liable for the fee.

Section C – Trading Requirement

Before trading can commence, the trader must have supplied Council with the following.

- a) Proof of ownership of vehicle/trailer or permission from the owner.
- b) Photograph of the vehicle/trailer.
- c) Insurance cover for the vehicle/trailer.
- d) Public liability insurance to the sum of £10m.
- e) Environmental Health Registration under Regulation (EC) No 852/2004 of the Hygiene of Foodstuffs Article 6 (2) (Registration) and Annex II Chapter 3 Regulation (EC) No 852/2004 (General Hygiene Requirements)
- f) Where operators use LPG, the successful applicant must provide a Gas Safety inspection certificate before 1st June 2023 (A certificate will only be considered valid where it is provided by an approved GAS SAFE Registered engineer and the inspection has occurred within 12 months of 1st June 2023 [see www.gassaferegister.co.uk](http://www.gassaferegister.co.uk).)

Note – The licence to trade is in relation to a vehicle or trailer which can either be driven/towed to the location to trade and then driven/towed away from the location after the day's trading.

This licence is not for a fixed container/receptacle either temporary or permanent.

Appendix 1

Terms and Conditions

1. One licence only will be allocated to each of the following locations;
 - Riverside Park Ballymoney
 - Accessible Play Park Limavady
 - Lansdowne Road car park Portrush
2. Licences for individual areas may be subject to specific conditions and restrictions. Draft licences including code of conduct and/or environmental conditions will be made available by contacting concessionary.trading@causewaycoastandglens.gov.uk
Any person participating in the auction, in person, online or by telephone will be deemed to do so in full knowledge of the terms and conditions, code of conduct and draft licence for that location.
3. The benefit of this Licence is personal to the Licensee and the Licensee may not assign or in any way part with the benefit of the Licence.
4. The Licensee shall not sell anything from the vehicle/trailer other than the sales specifically authorised to be sold under the Licence.
5. Before trading can commence, the Licensee must provide Council with:
 - a) Proof of ownership or permission from the owner of the vehicle/trailer to be used in connection with the trading (e.g., registration book/proof of ownership/signed written permission from the owner);
 - b) Photograph of vehicle/trailer.
 - c) Private insurance cover for the vehicle/trailer.
 - d) Public liability insurance Cover of £10m.
 - e) Proof of Environmental Health Registration under Regulation (EC) No 852/2004 of the Hygiene of Foodstuffs Article 6 (2) (Registration) and Annex II Chapter 3 Regulation (EC) No 852/2004 (General Hygiene Requirements)
 - f) If LPG is used, provide a Gas Safety inspection certificate (A certificate will only be considered valid where it is provided by an approved GAS SAFE Registered engineer and the inspection has occurred within 12 months of 1st April 2023 see www.gassaferegister.co.uk.)
6. The Licensee shall display in a prominent place in the Vehicle written authorisation from the Council which must be easily visible to the Council's staff or its agents.
7. The area from which the Licensee is allowed to trade from can be found at <https://www.causewaycoastandglens.gov.uk/live/off-street-car-parking/concessionary-trading>
8. The trading area will be limited to one vehicle.

9. Employees must trade in the vehicle/trailer so stated in the Licence.
10. The licensee must apply for a variation to the licence to trade in a replacement vehicle/trailer – which may be subject to timescale of licence.
11. Utilities – Electricity. Where an electrical connection is available from the site to use in connection with the vehicle/trailer, the Council will take quarterly meter readings and photographs and the licensee shall be invoiced for usage on a quarterly basis at the appropriate tariff.
Failure to pay for electricity usage will result in the electricity supply being terminated and may result in termination of licence.
12. Payment Schedule
 - a) payment in full before the 1st June 2023/trading commences or 50% of bid payable before 1st June 2023/trading commences with the remaining 50% to be paid on or before 1st August 2023.
13. Council reserves the right to withdraw a Licence if the Licensee fails to comply with or breaches the Licence conditions (including failure to make payment) and Code of Conduct contained within the Licence. In such instances Council is not obliged to reimburse all or any of the fees charged for the Licence. Such breach may also be used as evidence for refusal of any future Licence from Council.
14. Causeway Coast and Glens Borough Council operate a zero-tolerance policy towards physical or verbal abuse, harassment, threats, or violence against members of council staff. Such behaviour may result in immediate termination of your Licence.
15. The Licensee must inform Council as to any change of circumstances relating to the Licence e.g., change of trading vehicle/trailer. Council reserves the right to prohibit trading and withdraw a Licence should such changes contravene any terms or conditions previously stated. In such instances Council is not obliged to reimburse all or any of the fees charged for the Licence.
16. The Licensee must indemnify the Council and keep the Council indemnified against all losses, claims, actions, proceedings, damages, costs or expenses or other liability arising in any way from this Licence, any breach of the Licensee's Undertakings contained in this clause or any of the rights given. The Licensee shall maintain adequate third party Public Liability and Employers Liability Insurance Cover to the value of £10,000,000.00 during the period covered by this Licence and on or before the execution hereof shall immediately upon demand furnish to the Council his Insurance Policy or Policies and last receipt for premium or premiums for inspection by the Council and shall upon receipt of any claim covered by the said Policy or Policies immediately notify the Insurance Company or Companies concerned and ask the said Company or Companies to go on cover against such claim or claims and in the event of the Licensee not so requesting the Company or Companies to go on cover then the Council shall be at liberty to make the request and this clause shall be the Council's authority for so doing.
17. Council is not to be liable for the death of, or injury to the Licensee or his employees and customers or for damage to any property of theirs, or for any losses, claims, demands,

actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by this Licence.

18. Council reserves the right to withdraw a Licence if the Licensee fails to comply with or breaches the Licence conditions (including failure to make payment of the Fee) and Code of Conduct contained within the Licence. In such instances Council is not obliged to reimburse all or any of the fees charged for the Licence. Such breach may also be used as evidence for refusal of any future Licence from Council.
19. Council reserves the right to withdraw permission to trade at certain major events as agreed by Council.