

To Let



**Outdoor Market at Middleton Grange Shopping
Centre West Car Park, Hartlepool, TS24 8AY**

Closing Date: 12 Noon, Friday 10th October 2025

General Enquiries to:

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Description

Hartlepool has long-hosted markets at Middleton Grange Shopping Centre on Thursdays and the opportunity has arisen for a private operator to take over management of the Market.

Currently approximately 10- 13 traders attend the weekly market selling new and second-hand goods with each paying £27 per pitch and traders providing their own stalls. Given the size of the site, this could be increased to around 50 pitches with the right drive and promotion.

The successful bidder will be granted a lease allowing occupation of the Middleton Grange West Side Car Park on Thursdays between the hours of 05:30 to 16:00, 50 weeks of each year (excluding 2 weeks at Christmas).

Bids are welcomed subject to the conditions set out below:

Rent

Offers over £10,000 per annum are invited.

Repairs

The Landlord is to be responsible for repairs. The Tenant shall be required to notify the Landlord of any defects noted throughout the lease term.

Term

The lease term is to be 5 years.

Break Clause

Exercisable by either Landlord or Tenant giving 6 months written notice

Services

The car park is serviced by street lighting that is arranged and paid for by the Council. Any traders requiring utilities would be required to make their own arrangements. Toilets are available in the nearby shopping centre.

Insurance

The Tenant will be responsible for obtaining their own public liability insurance.

Assignment & Subletting

Not permitted except for the granting of sessional hire for individual pitches.

Costs

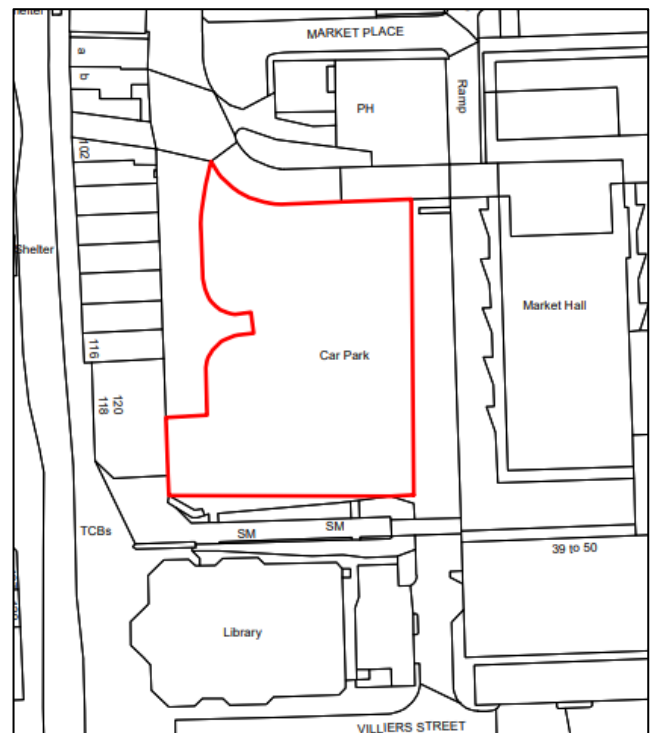
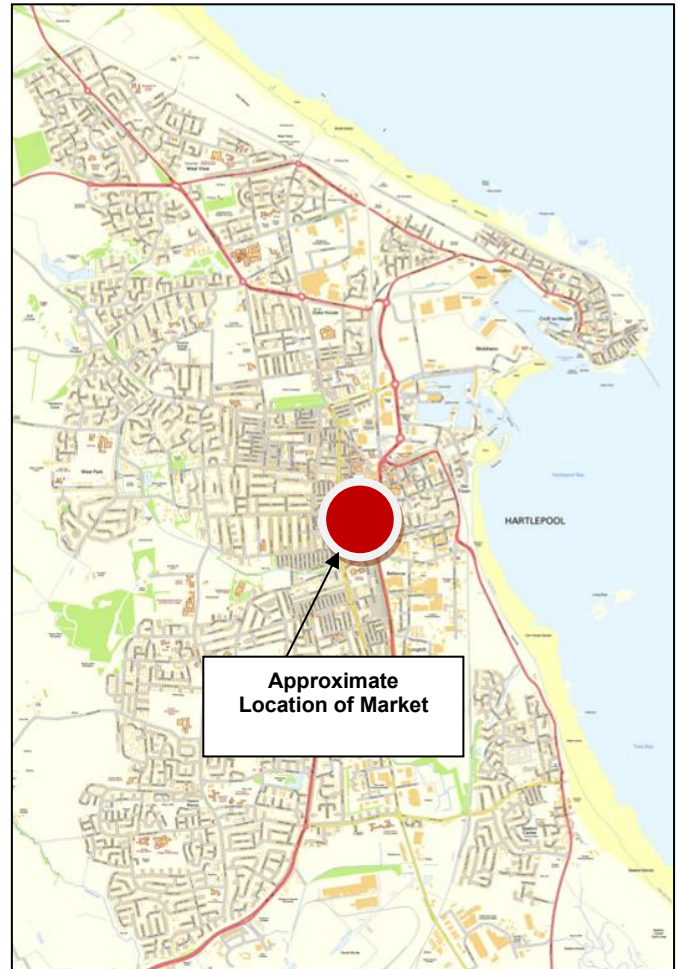
The tenant will be responsible for the following costs:
Landlords Surveyors Fees: £500, Landlords Legal Fees subject to a minimum of £500.

Outgoings/ Business Rates

Tenants' responsibility

Location & Site Area

The site measures approximately 0.9 Acres



User Condition

The site will be leased with a specific condition that it is to be used for an outdoor market only

Supporting Information

The prospective tenant must provide details of their track record in managing a market and 2 trade and 1 personal reference. New businesses will be considered on an individual basis.

Security of Tenure: The lease shall not have security of tenure and Sections 24 to 28 of the Landlord and Tenant Act 1954 shall be excluded from the agreement. The tenant shall sign the required declaration prior to the signing of the lease.

Tenders

Bids are to be submitted in writing before the Closing Date. Bids should be sent in an envelope marked "MGSC Market Tender" and posted to *Strategic Asset Management, Civic Centre, Victoria Road, Hartlepool, TS24 8AY*.

VAT

The property has not been elected for VAT therefore no VAT will be payable on rent.

General Conditions

All offers are to be based on these Particulars

Interested parties shall be deemed to have visited and inspected the site and to be submitting their offer with full knowledge of its condition.

Any necessary statutory consents are to be obtained by the lessee at their own cost.

Viewings and General Enquiries

Please contact Andrea Horsley on 01429 284053 or markets@hartlepool.gov.uk

Consumer Protection from Unfair Trading Regulations

Every reasonable effort has been made by the Council to ensure accuracy. Interested parties are however strongly advised to take appropriate steps to verify by independent inspection or enquiry all information for themselves and to take appropriate professional advice.

Misrepresentation Act 1967

1. These particulars do not constitute any part of an offer or contract.
2. All descriptions, dimensions, references to condition and necessary permissions for use and occupation and other details are given without responsibility and intending lessees should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of the statements contained in these particulars

3. The Council does not make or give any representation or warranty whatsoever in relation to the property(s) and no person in the employment of the Council has any authority to make or give any representation or warranty whatever in relation to this property
4. None of the utility services or service installations have been tested and are not warranted to be in safe working order.
5. The council is not bound to accept the highest offer made, or any offer, and will accept no responsibility for any cost

Outdoor Market Requirements

Bids are sought for a market operator who can:

- Organise and manage all aspects of the weekly outdoor market on the West Side Car Park.
- Ensure that there is suitable representation during the period that the market is set up, operated and taken down. This would be an identified individual who would be the person responsible on market day for the operation of the site.
- Raise the profile of the market by providing suitable advertising opportunities and increase local awareness of Hartlepool market to improve attendance from customers and local traders.
- To ensure health and safety and other statutory standards are met comprising the completion of all required health and safety paperwork including Risk Assessments and Management Plans.
- Observe all Acts of Parliament and all regulations and byelaws of the Council and other official bodies relating to the sale of goods and trading.
- The sale or display for sale of all approved goods will be authorised by the Council.
- The sale of legal highs or drug paraphernalia will not be permitted. See below for full list of prohibited sale items.
- The market should be set up and taken down in a safe manner that does not cause any damage to the designated market area or adjacent buildings and structures.
- The layout of the market should be to a design agreed by the council.
- No vehicles should be allowed within the marked area during the appointed trading period without the prior consent of the council and appropriate barriers should be erected.
- Stall holders' vehicles should be parked legally and within the confines of designated parking spaces outside of the market area.

- No vehicle shall be parked or stall located, at any time so as to block or hinder any emergency access or exit to or from the site or surrounding properties.
- All stalls are to be provided at the expense of the stall holders or operating partner and to be to a design agreed by the council.
- All erection, dismantling, storage and transport costs are to be borne by the operating partner or stall holders.
- All waste removal from site is to be borne by the stall holders. Any waste left behind will be classed as fly tipping.
- The operator should hold valid employer's liability insurance and public indemnity insurance in respect of the operation of the market site to a minimum of £10,000,000.
 - i. Indemnify the Council against all and any claims or demands (whenever made) and all costs and expenses incurred by the Council relating to or arising out of the use of the Allotted Areas by the operating partner(s) and stallholders.
 - ii. Indemnify the Council against any claims which may at any time be made against the Council in relation to the Allotted Areas (including any claim made by any of the operating partner(s)'s employees) or any user of the Allotted Areas arising wholly or in part from any act or omission of the operating partner(s) or stallholders.
 - iii. Ensure that a register of the stallholders is maintained and that the stallholders have public indemnity insurance before allowing them access to the market site. Each stall holder should have £5,000,000 minimum cover.
- To store, prepare, distribute or sell food on the market traders need to be registered with Hartlepool Borough Council's Environmental Health Service at least 28 days before opening and display a valid Food Hygiene Certification.
- The Council reserves the right to ensure that stallholders comply with the trading conditions specified by the Council. Should any stallholder fail to comply with the said trading conditions, the Council reserves the right to demand the removal of such stallholder from the Allotted Areas. See Rules and Regulations of Market below
- Observe and comply with all Fire Regulations and directions as specified by the Local Fire Authority or required by [statute](#).
- Observe and comply with all regulations and all requirements of the Health and Safety at Work etc. Act 1974, and any other regulations relating to employees of the operating partner(s) as far as they relate to the Allotted Areas and the business of the operator.

- Keep the market area clean and tidy.
- Always allow the Council access for the purpose of site inspections, paperwork checks or other necessary visits associated with outdoor market activities.

Implementation Requirements

A "Contract Team" shall be convened prior to the commencement of this contract and will be made up of members of staff from both the Council and the appointed operator.

The successful tenderer will be required to work with the Council prior to the start of the contract to ensure that the correct processes are in place as outlined in *Market Rules and Regulations*.

There should be no costs to the Council associated with the implementation of this contract.

It would be expected that once established the operator would,

- i. attend meetings with the Council's representative(s) as requested to review progress and consider opportunities for improvement.
- ii. ensure the market activities are undertaken in a competent and safe manner and adhere to Health and Safety legislation, guidance and relevant Council policies and procedures and take reasonable care for the health and safety of themselves and other persons who may be adversely affected by their acts or omissions.
- iii. immediately advise the Council of any reportable health and safety incidents.
- iv. comply with all statutory obligations under the Equality Act 2010 and operate in a non-discriminatory manner; and,
- v. hold valid Public Liability and Employer's Liability Insurance to a minimum of £10,000,000.
- vi. Allow the council to access the market when required, without notice, to ensure it is being delivered to the standards expected.

Market Rules and Regulations

All traders and employees of the operator shall adhere to the rules and regulations of the market:

1. During trading hours no pitches will be left unattended. All stalls will be properly erected and regularly checked for maintenance. Any gazebos will have appropriate weights to all legs.
2. A minimum 10p must be charged for all single use carrier bags issued at the market. Plastic free bags are encouraged.
3. All generators must be properly housed and any fuel stored and used safely and correctly.
4. All waste will be taken away and disposed of properly by stallholders. All stallholders shall recycle waste where appropriate.
5. No wastewater shall be discharged onto the market site including down drains.
6. The movement of vehicles during market trading hours is prohibited and the parking of vehicles within the market area should be kept to a minimum.
7. No stallholder shall cause or permit to be sold any animals, domestic or otherwise, or give cause to be in contravention of the Pet Animals Act 1951 as amended by the Pet. or the Animal Welfare Act 2006.
8. A stallholder shall not conduct an auction at or on any stall or pitch.
9. A stallholder shall not hold a raffle or any type of luck-based purchase that falls within the definition of the Gambling Act 2005.
10. During the course of trading a stallholder shall not pitch or tout for custom without the prior approval of the Market Operator. Market customers should be free from pressure whilst making purchases and in the market vicinity.
11. A stallholder shall trade in such a way as to ensure, so far as is reasonably practicable, that members of the general public there for any purpose whatsoever, are not exposed to any risks to their health and safety. Every stallholder shall in all respects comply with the Health and Safety at Work Etc Act 1974 and any regulations made or to be made there under.
12. Stallholders shall not permit music to be played except where prior permission has been granted by the Market Operator due to the fact that in their opinion they are satisfied that such music is specifically required in connection with the stallholder's business.
13. No stallholder shall use radios or transistors except where specifically required for the carrying out of the stallholder's business, except where prior permission has been granted by the Market Operator.
14. A stallholder will indemnify the Council from and against all action proceedings and damages claims, demands losses or outgoings of whatever nature arising out of a stallholder's use of any stall or pitch on the market. The stallholder shall take out and maintain in full force and effect at all times a policy and public liability insurance in the sum of **£5,000,000 minimum** or such other sum as may be determined from time to time by the Council in an insurance office of repute. All stallholders will exhibit their policy of insurance and premium receipt to the Market Operator at least once in any 12-month period and upon demand at any time if so, required by the Market Operator.
15. The stallholders will be removed from the market forthwith if they fail to produce evidence that their insurance is valid or if their insurance is inadequate and will not be re-admitted to the market unless the policy and premium receipt are produced.
16. A stallholder selling goods specified under legislation concerned with Weights and Measures, Consumer Protection from Unfair Trading Practices, Trade Descriptions/Trademarks, Consumer Protection and Safety, Hallmarking Prices, Food and Food Safety, shall at all times comply fully with those requirements.
17. It is the stallholder's responsibility to ensure that they adhere to all current regulations regarding the sale of goods and services in the UK, Health and Safety at Work, employment law and the safety of the general public.
18. Stallholders' attention is also drawn to the Sale of Goods Act 1979 (as amended), the Sale and Supply of Goods Act 1994 and the Sale and Supply of Goods to Consumers Regulations 2002 with regard to the satisfactory quality, description and fitness for the purpose of the goods that they supply, the Weights and Measures Act, the Consumer Protection from Unfair Trading Practices Regulations 2008 (in relation to Prices and Product Safety), Children and Young Persons (Protection from Tobacco) Act 1991, Copyright Designs and Patents Act 1988, Video Recordings Act 1984, Environmental Health Regulations and Food Safety Act 1990. Traders should pay regard to the legislation applicable to Age Restricted Products.
19. Stallholders shall, under no circumstances sell an item which falls into one of the below categories

- a. Offensive weapon(s) including swords and knives (including any that are replica and/or ornamental, but excluding kitchen knives) (*exceptions: deactivated historical with relevant certification*)
- b. Firearms including ammunition, including replicas, pellet guns/ammunition and BB guns (*exceptions: deactivated historical firearms with relevant certification*)
- c. Alcohol (market lies within the alcohol-free zone)
- d. Petrol or other flammable substances
- e. Any item of a pornographic, offensive or morally questionable nature
- f. Live animals
- g. Prescription or pharmaceutical medication/paraphernalia
- h. Fireworks/explosive material
- i. Off road vehicles, including the advertisement of vehicles.
- j. Laser pens/pointers
- k. Any goods or clothing that represents or promotes gangs, violence, drugs, firearms and ammunition.
- l. Counterfeit/fake goods.
- m. Accident and injury compensation claim services.
- n. Any item which from time to time the Market Operator deems should be removed for public health, moral or safety reasons.

Conduct of Stallholders

1. Stallholders and their employees are required to conduct themselves in an orderly manner and are not permitted to carry out any act or action which may bring the market into disrepute, cause a disturbance or cause the public to congregate around the stall or pitch in such a manner as to cause an obstruction to any of the avenues between stalls and pitches.
2. Stallholders shall have no claim against the Council for any loss, injury or damage sustained through fire, theft or other causes whatsoever nor shall he have a claim for compensation for loss of goodwill or otherwise on the termination of their regular reservation or at any other time.
3. It shall be the responsibility of the stallholder to hold insurance for their stock, fixtures, fittings and any other valuables brought into the market against incident.
4. Damage or failure of equipment belonging to the Council shall be reported forthwith to the Council and no attempt whatsoever shall be made to affect a repair.
5. No person shall interfere with any plant or equipment belonging to the Council.
6. Stallholders and all others attending the market will observe and carry out the instructions and directions of the Market Operator or their staff.
7. Stallholders will not allow the 'display for sale,' or the sale of indecent material, illegal substances or weapons of any type and the Council's decision on any such item is final.
8. The giving of gratuities, particularly without interest shown, to Council staff is strictly against the policy of the Council and stallholders found offering, or to have offered, or given such gratuities, will be suspended from trading pending action.