



Armagh City  
Banbridge  
& Craigavon  
Borough Council

Expression of Interest  
**TOWN CENTRE  
MARKET**  
in the Heart of Portadown

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# EXPRESSION OF INTEREST FOR THE OPERATION & MANAGEMENT OF A TOWN CENTRE MARKET in the Heart of Portadown

Armagh City, Banbridge & Craigavon Borough Council are seeking Expressions of Interest to operate and manage a Market in Portadown Town Centre. The proposed contract, location, and terms are described within this document and Council would be keen to receive constructive feedback.

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# 1. Introduction

- 1.1 Portadown Town Centre is continually evolving, and Council want to introduce a vibrant Town Centre Market that will enhance, complement and develop future investments.
- 1.2 As such, Council are inviting Expressions of Interest from individuals or organisations interested in the Management and Operation of a Town Centre Market in the heart of Portadown. Council are looking for a prospective Market Operator with a proven record of accomplishment in running markets, or similar enterprises.

Also experience of marketing markets, maintaining the area and supervising traders on a weekly basis.

Joint bids will be considered where specialist expertise can be demonstrated e.g. supply of equipment and associated administration.

## 2. Background

- 2.1 Portadown Market has previously operated under a Council service level agreement by an external organisation within the confines of their facility.

Council are now looking at creating an exciting opportunity for an external organisation to manage and operate a vibrant Town Centre Market by way of a license agreement / franchise similar to Council's Banbridge Market.

Council would be keen for prospective operators to include current campaigns like Food Heartland, Fair Trade, Recycle and Upcycle, Sustainability, Love Food Hate Waste, Cookery Demonstration etc. Trader participation, from local producers generally at its heart to assist in the revitalisation of Portadown Town Centre. Council are therefore interested in alternative suggestions that could generate significant footfall in Portadown Town Centre.

- 2.2 Council currently has two Market Site proposals available for a Weekly Market in the heart of Portadown Town Centre;

- Fairgreen Car Park, and
- Magowan West Car Park

Council may be able to offer alternative sites as they become available in the near future.

Council would propose to let the most popular site under the licence based on feedback from the Expression of Interest and the latter subject to a lease.

Council are also not averse to a prospective operator using their private facility / site to host the weekly markets whether Indoor or Outdoor.

- 2.3 Portadown Town Centre is historically a great Market Town with an exceptional transport network (gateway to Dublin and Belfast); with vehicle and pedestrian access, car parks, Train Station, Bus Terminals all easily accessible to a vast array of quality shops.

The town has benefited from substantial investment by way of capital works programmes such as, public realm works, refurbishment of train station and shopping centres. Council envisage that the market proposal will play a key part in rejuvenating the town centre.

## 3. History of Portadown Market

- 3.1 Portadown Farmers Market used to be the very fabric of the town, starting off as a traditional, open-air operation.  
An indoor market was held at the corner of Market and William Street dating back to 1929, and at the turn of the Millennium, it moved in to William Street.
- 3.2 Council is seeking to enter into a new agreement Spring/Summer 2021.
- 3.3 Historically Portadown market days were every Friday & Saturday. Council are keen to see the market operate twice per week, including the potential option of an evening market, monthly themed Market and integration into any Council Town Centre events.

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## 4. Evening Events

- 4.1 Council is open to suggestions for running Evening Events at the Weekly Market. Building on existing traders, in conjunction with Councils current campaigns (refer 2.1) as well as Council Seasonal Events like the Christmas Switch-On Event etc. Looking at potential opportunities to entice local quality producers to showcase their goods; whilst simultaneously developing a unique evening attraction for the town centre.

## 5. Portadown Town Centre

- 5.1 The Town Centre boasts a wide range of retailers, businesses and restaurants, all located on the main route through the town, with pedestrian access and close proximity of public toilets and car parks.
- 5.2 Portadown Town Centre has good transport links, with a newly refurbished train station and the nearby local bus stop offering frequent services to Armagh, Craigavon, Lurgan and beyond.
- 5.3 Portadown is already seeing significant growth in development of housing, which will continue over the next decade, and master planning is already under way on a number of sites.
- 5.4 Modern Shopping Centres, Parks and Open Spaces, Sporting Facilities, Riverside Walks, NHS Health Centre are also located within Town Centre.



## 6. Market Operator Requirements

Council are looking to appoint an operator to create a successful vibrant market. Council would wish to see the successful operator:

- 6.1 Holding markets on a weekly basis at least two days a week, with optional daytime or evening operational times
- 6.2 Extending the Council's campaigns like Fair Trade, Food Heartland, Love Food Hate Waste etc within the market in terms of an improved offer during the day and possible expansion of future evening offer
- 6.3 Holding innovative monthly themed events, centred on Local Producers and Crafts etc. during the evenings
- 6.4 Working in partnership with Council in the delivery of additional Seasonal Markets throughout the year (if applicable)
- 6.5 Managing the Market Area and Traders (Stall / Vehicle) on a day-to-day basis
- 6.6 Incorporating 'Portadown Town Centre Brand Identity' in all Marketing Material and encourage provision of Brand Identity Trader Market Equipment
- 6.7 Repairing and maintaining all the elements of operators Market Equipment, reporting any minor works associated with Council responsibility
- 6.8 Cleaning the Market Area to Council Street Cleansing standards before, during and after each market
- 6.9 Ensuring Market Trader Fees Pricing Schedule is available and advising in advance of any changes to Fees
- 6.10 Collecting Trader Fees in advance of Trading (Vehicle / Stall);
- 6.11 Dealing with all Trader & Customer Queries
- 6.12 Allocating Vehicle & Stall Traders their respective Market pitch;
- 6.13 Paying all Utility Bills and recharging of costs to stallholders where appropriate
- 6.14 Promoting the Market;
- 6.15 Removal and Recycling Waste as appropriate (waste and recycling is the responsibility of the successful bidder / prospective operator; not Council)
- 6.16 Ensuring appropriate Security Measures are in place and Health & Safety Standards are met and
- 6.17 Satisfying success criteria – KPI's (see section 8)



## 7. Suggested Financial Model & Agreement

- 7.1 Council would seek to have a 'Licence Agreement' between Operator and Council.

Whereby Council offers land to highest bidder to run a weekly market on Council's own site (one of two options refer 2:2). Unless otherwise stipulated by prospective operator i.e. their own site. The Council will invite tenders via advertisement in the press for the right to run the market at operators chosen location, day and market duration (times).

Council would, expect to be made aware of proposed 'Market Trader Trading Fees'.

- 7.2 Successful bidder will then be permitted the Licence to run a weekly market in Portadown Town Centre, on agreed Council site for a period of three years, on award of contract, plus three year extension if successful (renewed annually). Subject to payment in advance of the tendered sum (highest bidder) per annum.
- 7.3 The amount is payable in advance by one lump sum payment on commencement of the contract term and on the same date in each subsequent year during the life of the agreement.

### 7.4 The Agreement

- a. Agreement gives the Licensee the right, during the term of this agreement, to use the agreed Council site to hold a market. It creates no rights of property or right of way and entitles the Licensee to go onto the land during the term of this agreement, and run a market only and on the terms and conditions recited in this agreement.
- b. The Council retains the right to possession of the scheduled property for its functions as a Local Authority subject only to the exercise by the Licensee of the right referred to during the advertised franchise and subsequent tenders received.
- c. The weekly market will be at least two days a week, with optional daytime or evening operational times subject to agreement between Council and Licensee.
- d. No stalls are to be erected or selling to take place outside this boundary. All exits and entrances to the site are to be kept clear and free from obstruction.
- e. The Council reserves the rights to cancel the market on any particular day and undertakes to give adequate notice taking into account the circumstances with income adjusted pro rata.
- f. The Council shall not be liable to the Licensee in the event of circumstances outside its control resulting in the venue not being available to the Licensee on a particular day.

- g. The Licensee will be responsible for the keeping of order during the operation of the market and must comply with all relevant Acts, Orders or Bye-Laws.
- h. The Licensee will be responsible for the control of litter and must provide a suitable receptacle for the depositing of same. All litter must be removed from the site and disposed of appropriately by the operator after every market; street bins are not to be used for Market Waste, any waste brought to any Council Recycling Centre is classed as Commercial Waste and must be paid for as per normal procedures.
- i. The Licensee shall indemnify the Council against all claims whatsoever arising from the operation of the franchise. The Licensee hereby agrees with the Council to place all insurance reasonably required by the Councils Insurance Brokers. This agreement is conditional on the Licensee providing proof of public liability insurance to the satisfaction of the Council prior to commencement of the agreement. Where such insurance expires during the franchise period the Licensee must produce evidence of renewal before any further market is held.
- j. The Licensee agrees with the Council that they will immediately comply with all notices, orders and requirements of all Statutory Authorities and in particular and without prejudice to the generality of the foregoing to comply with the requirement of the Health and Safety Executive and the Local Authority and Trading Standards Officers, and including ensuring that any Stall Holder who fails to so comply upon the immediate request of the Licensee not at any time thereafter to permit such Stall Holder to

re-enter the market or any part thereof either as a Stall Holder on his own behalf or by way of Nominee on his behalf.

- k. All stalls must have wood under the feet of the stalls to prevent damage to the surface of the car park and securely anchored.
- l. The market must be operated to the entire satisfaction of the Council at all times, and the Council reserves the right at one months' notice to terminate the franchise if the market is not run to its satisfaction. Unless it is dangerous or in breach of Agreement, then it can be stopped without notice.

7.5 Costs likely to be borne by the prospective operator, may include.

**Item**

- Market Equipment - Repairs and Maintenance
- Market Insurance / Operator Public Liability
- Staffing
- Cleaning Material
- Refuse Collection & Removal
- Utilities – Electricity
- Market Advertising & Promotion
- Market Administration – Application Forms / Receipt Books
- WiFi
- Licences
- Website / Social Media Platforms

7.6 Council would only be responsible for the repair and maintenance of the Market sites surface and access barriers.

The operator to be responsible for all other items of repair and maintenance.

Please note the list provided above are to assist interested prospective operators in making bids and should not be relied upon in terms of accuracy or future costs.

## 8. Suggested Success Criteria

- 8.1 References from other organisations – highlighting monthly reporting of KPI's – Footfall, Number of Traders & Number of Themed Events.
- 8.2 Value for Money.
- 8.3 Market Business Plan including Market Trader Fees.
- 8.4 Quarterly monitoring meetings with Council.
- 8.5 In year one, a minimum average occupancy of permanent stalls of 55%, in year two 65% and year three, 80%.
- 8.6 A minimum of one evening event per month and collaboration with Council Seasonal Events.
- 8.7 Upkeep, Maintenance & Repair to Market Equipment be carried out promptly.
- 8.8 A minimum of 50% of waste recycled, subject to waste receipts presented at quarterly meetings.

## 9. Expressions of Interest (EOI)

Council Invite Prospective Market Operators to provide feedback on this EOI Document, and if interested include their proposals with regard to Councils suggested management model and contract.


Feedback will be treated as confidential, collated and used to help Council develop and shape a future 'Invitation to Tender'.

Council would like to stress that feedback is specific to the EOI Document only.

Please Note - any party not expressing an interest at this stage will not be precluded from submitting a bid.

Council envisage that an Invitation to Tender will be advertised Spring/ Summer 2021.

To register an interest and/or provide feedback please send by email to **[kirsty.pinkerton@armaghbanbridgecraigavon.gov.uk](mailto:kirsty.pinkerton@armaghbanbridgecraigavon.gov.uk)** and include your name, address, and telephone number.



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