

Terms and Conditions

For Traders at markets in Aldershot and in Farnborough which are run by Rushmoor Borough Council of Council Offices, Farnborough Road, Farnborough, Hants (the Council) under the Food Act 1984.

1. Applications

- a) Applications for a pitch will be considered by the Council's Market Manager or their representative, who will make a decision based on the information in the application. It may not be possible to allocate a pitch if there are too many Pitches of a similar product on the market, or in the case of hot food sellers, the maximum number of Pitches have already booked for that market.
- b) Pitch rental and Pitch positions are totally at the discretion of the Market Manager or their representative but regular traders who have signed a contract will be given priority over casual traders. Where possible Pitch locations will be honoured but this may not always be possible.

2. Pitch Fees & Insurance

- a) Pitch fees and other charges are as set out in the application form.
- b) The pitch fees and charges for any services that have been requested must be paid on the day of the market at the latest. Failure to pay the Pitch fee on time without good reason is a breach of these conditions and all future bookings may be cancelled.
- c) A trader who pays by a cheque that is dishonoured will be charged an administration fee of £45
- d) Each trader must hold and maintain adequate insurances including a minimum of £5,000,000 public liability insurance covering outside events. All staff including casual staff, who are employed at the Pitch must be covered by the Trader's Employee Liability Insurance. All insurance policies must be produced to the Council on demand.

3. Cancellations and Refunds

- a) A credit or refund of payment that has been made will be given for any market day where in the opinion of the Market Manager or their representative, adverse weather or other conditions beyond the control could adversely affect trade.
- b) If a trader is asked to leave the market for non-compliance with the terms and conditions no refund will be payable.

4. Setting up and Attendance

- a) Normal market trading hours are: 09.00 – 16.00 weekdays. Setting up of Pitches must begin no earlier than 07:30 on Tuesdays/Fridays, 7.00 on Mondays and Thursdays and must be completed by 9.00 on each day, with all vehicles removed from the market area by these times.
- b) Pitches can start to pack up at the discretion of the trader but no vehicles can gain access to the market area to remove goods until 16:00. The market area must be fully vacated by 18:00 without exception, **failure to vacate the site by 18.00 will result in a £20 penalty for the first 30 mins and for each subsequent 30 mins (ie;- 1 hr = £60)**

- c) Exceptionally, and only where the Market Manager or their representative has given consent to the trader to attend, up to 5 of the Tuesday markets may finish after 20:00 but on those dates the market area must be fully vacated by 21:00.
- d) Regular traders must be in attendance during the market trading times. Regular traders not attending the market will still be liable for the market rent unless a holiday week has been agreed with the Market Manager or their representative
- e) Regular traders are entitled to one week's holiday for every 6 months' commitment as long as they have no arrears. Notification of non-attendance is required 14 days before a holiday week to allow the Market Manager or their representative time to fill the space with a casual trader. No fees are payable for a holiday week as long as the correct notice has been given in advance. trader
- f) A casual trader who (has booked and) is unable to attend must notify the Market Manager or their representative at the latest by 07:30 on the day of the market otherwise the fee will be charged.
- g) Products and produce with faults must be clearly labelled and sold as seconds.

5. Pitches and Equipment

- a) Pitches must be of the Council approved pop up gazebo style and in the approved Council colours. Pitches that are being rented from the Council will be delivered to the market area by the approved set up start time on the day of the market..
- b) The Council will connect the electricity and water supplies to each trader who has requested and paid for such services. Where practical traders should set up to allow trading from both sides of the Pitch.
- c) All Pitch equipment including racks, tables, signage etc must be contained within the boundaries of the pitch. Public access ways must be clear at all times.
- d) Gazebos, covers and all Pitch equipment must be erected securely and weighted or secured at all times. Damage to the councils gazebos will be recharged to the trader on an at cost basis
- e) All equipment must be in good repair and be operated in a safe manner.
- f) The location of Pitches will be determined by the Market Manager or their representative, whose decision is final. Every endeavour will be made to meet the general wishes of traders with regard to position, without causing unfairness to others.
- g) The Council will test for safety in accordance with relevant standards, all electrical appliances to be used on the Pitch by the trader and will provide appropriate evidence of compliance which the trader should retain and produce on request..
- h) Generators may on occasion be used but require permission from Market Manager or their representative and must be low noise.
- i) Traders must set up Pitches as quietly as possible so as not to disturb nearby residential properties. There shall be no playing of radios/amplified music, and no sounding of vehicle horns. Traders shall refrain from the slamming of car doors and the dropping of tailgates, and from causing other unnecessary noise during set up.
- j) Audible vehicle reversing alarms shall be switched off during set up. Hazard warning lights or a banksman should be used on vehicles when entering pedestrian areas.

6. Adverse Weather

- a) Markets will operate in varying weather conditions and traders must be prepared for adverse weather.
- b) Traders may pack up their Pitch due to adverse weather conditions but may not move off earlier than the normal time unless permission is given by the Market Manager or their representative
- c) In extreme weather the Market Manager or their representative will be responsible for assessing the conditions and if it is considered unsafe to run the market it will be cancelled. Traders will be contacted by mobile phone by 07:30 and no rents will be payable on that day.
- d) The Council will not be responsible for any costs incurred by traders if a market is cancelled.
- e) The Council will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

7. Food Pitches

- a) Traders who sell foodstuffs must comply with the requirements of current food hygiene and food safety regulations. Traders selling food must comply with the law by registering their food business with their local authority (where the vehicle or equipment/food is kept overnight) and copies of the food registration must be made available to the Market Manager or their representative on request.
- b) Traders selling food products must provide evidence of appropriate food safety training (as required in law) upon request by the Market Manager or their representative or other representative of the council.
- c) Alcohol sales are not permitted at the market.
- d) All Traders are required to display their name and any business name on their Pitch.
- e) All Traders must register their businesses, and comply with Trading Standards, Environment Health and any other relevant regulatory bodies.
- f) Failure to comply with environmental health regulations and requirements may result in closure of a Pitch and future Pitches may only be reinstated once the Market Manager or their representative is satisfied that all standards and regulations have been adhered to.

8. Occupational Health and Safety

- a) Traders must drive within the market area at a safe speed that is no greater than 5mph.
- b) Vehicles are not permitted to move within the market area during trading times.
- c) Smoking is not permitted at any time within the footprint of the market Pitch / gazebo.

9. Waste and Rubbish Removal

- a) Bins will be delivered to site each morning of the market and all market waste must be confined to these designated bins by traders who have requested and paid for this service.
- b) Any bin filled with the incorrect waste will be recharged to the offending trader at a cost of £40 per bin
- c) Traders are responsible for leaving their site and surrounding area clean, tidy and undamaged; traders who have not paid for rubbish or waste removal are responsible for the removal and disposal of all waste, including liquid waste, arising out of their activities on their pitch.

10. General- Traders Code of Conduct and Responsibilities

- a) Traders and their staff must behave in a polite and courteous manner
- b) Traders must respond co-operatively to any direction given by the Market Manager or their representative in relation to the operation and occupation of their Pitch, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
- c) Traders cannot sublet their pitch to anyone else.
- d) The Council promotes an ethos of inclusivity and will not tolerate discrimination and/or criminal behaviour on the ground of race, religion, sexual orientation, gender status, disability or any other form of personal characteristic. Disciplinary and/or legal action maybe taken against anyone suspected of doing so.
- e) Traders must ensure that their activities do not endanger the safety or security of any people at the market.
- f) Traders and their vehicles must not cause damage to the highway or Council property, nor can they, make any alterations or additions. If any damage is caused, the cost of any repairs, making good or replacement will be borne by the trader.
- g) Traders must report to the Market Manager or their representative any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.
- h) No trader will be permitted to sell reproduction firearms or weapons, any weapons that can propel an object, fireworks, counterfeit goods, drugs or offensive publications or material.

- i) No trader shall display or sell any item which depicts or makes any reference, explicit or implied, to drugs or drug paraphernalia.
- j) Traders must not use sound production equipment that includes the use of amplified sound. The playing of music or radios, the use of loudspeakers, loudhailers or anything similar that may disturb local residents is not permitted.
- k) Traders must make the Market Manager or their representative aware of any casual staff employed at the Pitch.
- l) Traders must ensure that the Market Manager or their representative is provided with their up to date contact details.

11. Discipline

- a) Any trader who is found to have breached these terms and conditions will normally receive an informal warning from the Market Manager or their representative on the first occasion.
- b) If the behaviour continues ,or if the breach is serious, the Council's Head of Community may terminate all future bookings by the trader and not permit any return for such period of time as he considers appropriate..
- c) A trader who wishes to appeal against the termination of future booking may appeal to the Council's Director of Community and Environment.

12. Warranties & Representations of Traders

- a) The trader is the owner of the approved products with full power and capacity to sell them to a third party without any encumbrance.
- b) The trader is responsible for obtaining all relevant permits and permissions required to operate the trader's business and to ensure that all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force.
- c) The trader will observe Trading Standards' requirements with respect to the sale of age restricted goods to young people.
- d) The trader will not bring into the market any goods or materials of a specially combustible, inflammable or explosive nature.
- e) The trader will comply with all of the terms contained in these terms and conditions and any market byelaws that may be adopted
- f) The trader acknowledges and agrees that the Council is not liable for any claim or loss suffered or incurred by the trader in relation to or in connection with his business at the market.

13. Trader Indemnity

- a) Without limiting the generality of any other provision of these regulations, the trader hereby indemnifies the Council in respect of all claims for Loss arising, in connection with or in relation to:
 - The trader's occupation of the market;
 - The sale or attempted sale of product and services
 - Any injury or harm suffered by the trader;
 - Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the trader;
 - Any loss of or damage to the trader s property regardless of the cause of that loss or damage;
 - The death of any person of a consequence, in whole or in part, of any act or omission by the trader;
 - Any breach of these terms and conditions by the trader; or
 - Any legal costs on a full indemnity basis incurred by the Council as a result of the trader s breach of these terms and conditions.

14. Exclusion of Liability

- a) The Trader acknowledges and agrees that the Council makes no warranty or representation in relation to or in connection with the trader's occupation or use of the market. in addition, the

trader acknowledges and agrees that the Council has made no warranty or representation in relation to or in connection with:

- The trader's access to people visiting the market or the access those people have to the trader;
- The position within the market that the trader will occupy;
- The suitability of the market for any particular purpose or the existence of any latent or patent defect at the market;
- The extent, if any, to which other visitors to the market might interfere with the trader's use of the market;
- The existence or extent of any security measures undertaken to protect the trader, and/or the market against terrorist or other criminal activity; or
- The existence or extent of any security at the market;

15. The Council's Representations

- a) The Council's consent to the trader to attend the market does not convey to the trader any ongoing rights in relation to the market into the future and such approval can be terminated by the Council at any time in writing.
- b) The Council may amend these terms and conditions from time to time and / or introduce Market Byelaws. Notice will be given to traders one month before the changes take effect... The trader may terminate their agreement with the Council in writing if they do not agree to the new conditions
- c) The Council reserves the right to undertake any of the following actions without notice:
 - Re-locate a trader to another Pitch space within the market.
 - Require the trader to remove from sale any goods or services offered by the trader which are not appropriate.
 - Request that the trader undertake any reasonable measure which in the opinion of the Council will improve the safety of the Pitch or to raise the level of presentation of the Pitch and its products.

16. Termination

A) Notice by the trader to cease trading at the market

- a) A period of notice, equal to the number of weeks advance licence fees originally paid, is required from regular traders wishing to cease trading at the market. The advance will be used to fund this final trading period.
- b) The Trader cannot rescind this notice during the final trading period without the consent of the Market Manager or their representative. Traders who do not attend during the final trading period will forfeit their advance.
- c) Fees paid in advance are non-refundable and cannot be transferred as a credit to any other market.

B) Notice by the Council

- a) The Council reserves the right to withhold consent to a trader to occupy a Pitch at the market, to remove or to have removed from the market, a trader who is in breach or does not comply with the terms and conditions including where a trader:
 - Fails to pay the relevant fees in a timely manner;
 - Fails to abide by the markets set up or pack up conditions;
 - Fails to abide by the market's trading hours;
 - Fails to observe these terms and conditions;
 - Fails to limit the products offered for sale to what is appropriate
 - Commits a criminal act at the market; or
 - Behaves in a manner that breaches the market trader code of conduct & responsibilities.

I have read and understand the terms and conditions and agree to be bound by them

Signed by.....

Name

Position

Date:.....