

CHARD TOWN COUNCIL

CHARD MARKET FORE STREET – GENERAL TERMS OF TRADING

Applies to both permanent and 'casual' traders

1 General Conditions

The Town Council has authority to refuse site to any Stallholder who does not comply with any of these conditions.

Traders shall ensure that their stall are continuously staffed by at least one competent person over the age of 16 years. The stallholder shall be responsible for the actions of any person working on their stall

Stallholders shall not cause or permit any public or private nuisance in or upon the stall or anything which shall cause annoyance, inconvenience or disturbance to the council or its staff, to other Stallholders or to the public resorting thereto. **Stallholders shall not bring the market into disrepute.**

2 Dates and Opening Hours

The normal market day will be Saturday, but the Council will have discretion to bring forward, postpone or cancel any market day because of bank holidays or other abnormal circumstances.

Trading must commence by 8.30am on the market day and will continue until 1.30pm. The member of Chard Town Council (CTC) staff on duty may let the pitch to a casual trader for the day if the regular trader does not arrive before 8.15am. These times may be varied by the member of CTC staff on duty in certain cases to facilitate the setting up and closing down of the market.

3 Setting up and dismantling

Vehicles must be unloaded and removed from the market by 8.30 am and may not be brought into the market again until after 1.00 pm.

The trader will set up their pitch where they are advised by the Town Council Officer

On the market day, the trader must provide and erect a stall, if required and remove it at the end of the day. It must be maintained having regard to the safety of the general public

and the trader must allow regular inspection by the member of CTC staff on duty and carry out any alteration or repairs required prior to the following market day. Heavily laden stalls must be provided with load spreading feet to protect the surface of the market area.

The stall and/or goods must be kept within the confines of the pitch and all gangways must be kept clear.

4 Appearance of your stall

The pitch should be kept clean and tidy at all times

The co-operation of all the stallholders is required to achieve an optimal overall appearance of the market

5 Litter

All traders are responsible for ensuring that all rubbish, litter and unwanted goods etc are properly stored throughout the day and removed at the end of the day's trading.

6 Consideration of the public & Safety

It is the requirement that all traders comply with and Health and Safety instruction, procedure or condition as set out in this document and any verbal instruction given by the Town Council Officer

All electrical equipment must have a PAT (Portable appliance test) certificate, unless you can demonstrate it is brand new. You will not be allowed to use any untested equipment within your stall

Traders are responsible for their own safety and that of others using their stall or pitch

Advertising noise levels such as shouting, loudspeakers, recordings, the playing of radios or any other noise must be strictly controlled and kept to a minimum.

7 Food

Food Hygiene (Market Stalls and Delivery Vehicles) regulations 1966

Notification must be given to the South Somerset Environmental Health Department Tel. 01935 462462 by Stallholders proposing to conduct a food business from any stall

A valid food Hygiene certificate must be available for inspection

Food vendors should have the appropriate gas/electric certificates for any equipment being used

8 Prohibited items

Traders must not sell items, which are likely to encourage a breach of the law, are pornographic or otherwise offensive, or are illegal. If there are any grey areas in this respect the decision of the member of CTC staff on duty is final.

The sale of drug paraphernalia or 'legal highs' (a substance with stimulant or mood-altering properties whose sale or use is not banned by current legislation regarding the misuse of drugs) is prohibited.

9 Insurance

The Stallholder must hold a valid insurance policy for public liability for claims up to £5,000,000 and the Council requires the Stallholder to provide a copy of their policy and that the premiums have been paid.

10 Charity stalls

Charities will need public liability insurance, provide their own stall or table and abide by the rules for the for the normal market stall holders

Charities will be charged half the price of a regular trader, however local Chard charities will be permitted one free pitch per year

Charities have to apply 2 weeks in advance to allow the council time to check availability and paperwork.

Only one religious group will be permitted per market

Only one Political group will be permitted per market and this cannot be booked more than one month in advance to enable diversity.

Extremist and/or hate views of any kind will not be permitted.

11 Non-attendance

If the trader is unable to trade on a market day then he must advise Chard Town Council (Tel No 01460 239567 **in advance Monday to Friday between the hours of 9.00am and 5.00pm**). Persistent non-attendance could cause loss of the pitch.

Allowances for Holiday & Sickness will be made, however if there is a period of non-trading for 3 weeks or more than the trader will lose the right to be a regular trader and will have to become a casual trader for a period of 6 weeks before they are able to return to being a regular trader. (Please inform the Town Clerk of any planned absence in advance to avoid this happening)

12 Pitch reservation

A market trader can register a pitch at any time for a period ending 31st March (a Regular Trader). Such reservations can be made on payment of the sum £10 per pitch for 1st registration or £6.00 thereafter for renewal.

In the event of a trader who has reserved a pitch and does not occupy it on a market day for 3 successive weeks, then the pitch shall be treated as if no longer registered and it may be used or registered by another trader (see 11 above)

13 Payment

Fees due shall be paid to the member of Chard Town Council staff on duty on demand

14 Trading

The site allocated will continue to be available to the trader only for as long as he trades in the type of goods as previously notified and within the terms of these terms. Changes to the type of goods must be agreed with the appropriate Town Council Officer.

The trader may not sub-let or otherwise attempt to dispose of the pitch allocated.

The Council shall not be responsible for any loss, damage or injury caused to any person because of the condition or construction of any stall or by the equipment or goods placed on or around the pitch.

15 Non-compliance with Market conditions

If any trader fails to observe any of these conditions and/or instructions of Chard Town Council staff, a verbal warning will be issued in the first instance.

Continuing failure to observe the market conditions and/or instructions will lead to a written final warning being issued.

If the written final warning is not observed, then a trader may receive a temporary ban for a period of 4 weeks or a permanent ban.

A verbal warning may be issued by the member of staff on duty that day. Written final warnings and a decision on a temporary or permanent ban shall be made by the Town Council.

16 Right to appeal

If a decision is taken by the Town Council to permanently ban a trader, then the trader may appeal against this decision. The Outdoor Market Working Group of the Town Council will hear the appeal.

Any complaints regarding decisions taken by staff on duty shall be submitted in writing to the Town Clerk.

17 Contacts

Chard Town Council: 01460 239567

9am – 5pm (Monday-Thursday) & 9am-4.30pm (Friday)

The member of Chard Town Council staff on duty is the Council's representative on market days and enquiries or complaints should be referred to him/her. Any complaints about the member of staff should be made in writing direct to the Town Clerk, Chard Town Council, The Guildhall, Fore Street, Chard, TA20 1PP.

18 General Obligations

Stallholders shall indemnify Chard Town Council and its officers from all costs and claims whether for loss, damage, death or injury to persons, personal belongings or vehicles arising from the stallholder exercising these terms and conditions.

All traders must sign that they will abide by these conditions before being allowed to trade on the market

If any extra clauses arise from the point of signing this agreement they will be sent under separate cover and will be kept on file with this signed copy.

I agree to abide by these Terms & Conditions

Trading Name.....

Proprietors name and Address
.....
.....

Phone number..... Mobile.....

Email address.....

Goods sold.....
.....

Signature.....

Date.....