

## **Market Terms and Conditions of Trading**

*Organiser: Crowthorne Parish Council*

### General Information

Crowthorne Market is established to provide people from the local area with the opportunity to buy from local suppliers, including locally grown produce or home-made products where possible, amongst other products. It hopes to encourage people to engage with their local community, shop locally, and support their local suppliers and producers.

Crowthorne Parish Council passed a resolution in Spring 2018 to support Crowthorne Reduce Our Waste (C.R.O.W.) with its ambition to help Crowthorne village reduce its use of single use plastics. Stall holders are encouraged, where possible, to enable customers to utilise their own bags and containers to place their produce in or to supply paper or other recyclable packaging.

The market will run every Friday and Sunday from 24 July 2020 onwards, and will take place in the **Morgan Recreation Ground car park, Lower Broadmoor Road, Crowthorne RG45 7LA.**

### Products

1. Stallholders must display a list of all ingredients in products, with allergy warnings made clear.

### Regulations

1. The market will be open to the public from 9.00am to 2.00pm. Traders should arrive from 8.00am and be set up for 9.00am. Traders should undertake to keep exhibits on display in the pitch and in full view throughout the advertised hours of the market. Traders should not clear away before 2.00pm unless otherwise authorised by the organiser.
2. No electricity, tables or canopies will be provided by Crowthorne Parish Council, the traders must supply their own. Traders should also bring their own chillers or refrigerators if required.
3. Vehicles must be removed from the market area by 8.30am; unless agreed with a representative of Crowthorne Parish Council where the vehicle is required to store produce required during the course of trading.
4. Each pitch allocated will be a 3 metre by 3 metre space. Traders may request more than one pitch if required and will need to pay the additional pitch fees as applicable.
5. The producer is responsible for complying with all local and national laws and regulations regarding the production, labelling, display, storage and sale of goods. This includes the Food Safety (General Food Hygiene) Regulations 1995, the Food Safety (Temperature control) Regulations 1995, the Food Safety Act 1990 and relevant trading standards legislation.
6. Traders must display clear and accurate pricing for produce and items on their stall in compliance with national legislation.
7. All stalls must comply with current Environmental Health and Health and Safety requirements.
8. All traders selling alcohol must be over the age of 18, hold a Personal Licence and comply with all laws including the Licensing Act 2003.
9. Each trader is responsible for the provision of their own public liability insurance and for the safety of their products and their personnel. The insurance must cover the trader to sell goods at Crowthorne Market and must have a minimum cover of £5 million.
10. All traders selling food products must provide a copy of their Food Safety and Health and Hygiene documents/registration
11. It is the trader's responsibility to ensure that a copy of their current public liability insurance certificate is available for local authority inspection at all times.

12. Stallholders must take away all their waste and leave their space and surrounding areas clean. The public litter bins must not be used for waste or unsold produce.
13. There is a 'no smoking' policy on all stalls and adjacent areas for stallholders.
14. There is a 'no dogs' policy on any stall selling food.
15. The allocation of stalls is solely at the discretion of Crowthorne Parish Council.
16. Exhibits shall not obstruct access or walkways or the general view, nor must they hide the exhibits of others.
17. Trader's stalls must not emit smoke or other smells which cause a nuisance to or complaints by other stall holders, the Council, general public or nearby businesses or residents.
18. Crowthorne Parish Council does not hold any liability for any trader or their products. Every trader shall participate in the market entirely at their own risk in every respect and shall absolve the organiser and its personnel from responsibility for such risks, including personal injury, loss or damage to property, and cancellation of event. This includes injury, loss or damage caused by fire, theft, inclement weather, interruption of power, defect in the equipment and building, or failure of subcontractors or agents to perform.
19. Crowthorne Parish Council does not provide insurance cover for theft or damage to trader stock and recommends that they take adequate insurance against all risks.
20. The Market Manager is the representative of Crowthorne Parish Council on the day of the market.
21. Traders utilising gas appliances must provide a Gas Safety Certificate for all relevant appliances. The test must be carried out and certification provided to Crowthorne Parish Council annually. The test must cover the flue condition, operating pressure, combustion analysis and confirm that the item is safe to use.
22. The Council's decisions on the above rules and all other matters concerning the market are final and binding.

#### Applications to trade:

1. In order to submit an application to trade at the Crowthorne Market, traders must complete the application form, sign it and submit it in person to Crowthorne Parish Council Offices, The Morgan Centre, Wellington Road, Crowthorne RG45 7LD, or email it to [clerk@crowthorne-pc.gov.uk](mailto:clerk@crowthorne-pc.gov.uk)
2. Alongside the application, traders must submit a copy of their current public liability insurance certificate and/or policy, to a minimum of £5 million, with their booking form. Food sellers must also enclose a copy of their local authority registration details and their food hygiene certificates.
3. Sign and return the terms & conditions. By booking for any market event you are agreeing to abide by the terms & conditions as laid out in this document.
4. No booking will be accepted if all the points are not met upon application.
5. Bookings will only be confirmed when all the appropriate paperwork has been received. All bookings are required a minimum of one week in advance of the market event date.
6. Crowthorne Parish Council reserve the right to refuse any application, returning any fees received.
7. Bookings will be taken on the basis of the information provided. Traders will not be able to display or sell items not listed or which the organiser feels to be inappropriate.
8. Given the limited space available, no two vendors in direct competition offering the same basic commodities such as meat, green groceries, fish, bread/bakery, cheese, etc will be booked at any single market. (This restriction does not apply to hot take-away food (we would endeavour to have a variety), cakes or craft stalls where stalls with similar product lines may trade).
9. All bookings will be accepted on a first come first served basis, at the discretion of the market manager and their decision regarding pitch availability and location is final.
10. The market manager will seek to ensure there is a balanced market.
11. If the pitches are all fully booked, a reserve list for traders will be held on file. If a trader cancels a booking or defaults on any payment, the next appropriate trader on the reserve list will be offered a pitch.

## Payment

1. Each 3 metre by 3 metre pitch space will be charged at the reduced rate of £11.50 per day if booking and payment is made 7 days in advance. For bookings made less than 7 days in advance the standard rate of £20 a pitch applies.
2. Additional 3 metre by 3 metre pitches may be booked at the rate of £11.50 per pitch space per day, i.e. the cost for a double pitch is £23 if booked and paid for 7 days in advance, or £46 if less than 7 days' notice is given.
3. Payment must be made to Crowthorne Parish Council at least a week in advance, via bank transfer, to secure a pitch for the following week.

Account name: Crowthorne Parish Council  
Account Number: 01139649

Sort Code: 40-18-46  
Reference – "Market – name of stall holder"

4. The charge for pitches is renewed annually and is liable to increase from April each year.
5. Charities operating in Crowthorne may at the discretion of the Market Manager be entitled to a free pitch once a year. All our terms and conditions must be complied with.

## Cancellation, absences and annual leave

1. Any trader found to be in breach of the conditions set out in this document will have all future bookings cancelled without refund, and all future applications will be rejected.
2. Traders must give a minimum of one week's notice if they are unable to attend the market.
3. Traders who provide less than one week's notice of cancellation of their booking will be liable to pay in full for the pitch as booked. However, at the sole discretion of the organiser, consideration may be given to issuing a refund of up to 75% of the fee incurred.
4. Traders who provide notice one week or more in advance will receive a full refund of any advance fees paid for that booking. Council reserves the right to deduct a trader's pitch fee, if they do not arrive to trade without a week's notice, from any pitch fees held on account.
5. It is a condition of booking that traders absolve Crowthorne Parish Council from any responsibility for refunding fees paid except as specified under these conditions.
6. Crowthorne Parish Council reserves the right to cancel a market for any reason, or to impose restrictions on trading such as no gazebos on days that high winds are forecast, and will endeavour, where possible, to give traders notice of cancellation in advance.
7. The Council may cancel bookings and reallocate pitches on a permanent basis if a regular trader is absent without an acceptable explanation for more than 2 consecutive weeks in any 3 month period or 5 non consecutive weeks within a year. In such a case any advance pitch fees held by the Council will be refunded.
8. Traders may have up to 4 weeks per calendar year for holidays and will not be charged a pitch fee if at least two weeks' notice has been given to the Council. Agreements for periods over 4 weeks may be allowed at the discretion of the Council.

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I have read and agree to abide by the terms and conditions outlined above.

Signed (PRINT Name):

Date:

Company Name:

Address:

Post Code:

Telephone Number:

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Signed on behalf of the Parish Council:

Date: