



MARKET TRADER TERMS & CONDITIONS

1. Introduction

1.1. For the purpose of these Terms and Conditions, 'you' and 'the Trader' refers to the individual(s) or organisation entering into a Market Trader Agreement. The Friends of Stretford Public Hall (FOSPH) ('we') refers to any staff or representatives of the Friends of Stretford Public Hall, the community benefit society that runs Stretford Public Hall.

2. Our booking policy

2.1. All bookings are provisional until a Market Trader Agreement has been signed, a stall fee has been received and all necessary documentation is received. FOSPH reserves the right to refuse a stall application without giving a reason for the refusal.

2.2. The Market Trader Agreement will set out the key details of your bookings, including

trading hours and details regarding what you sell. FOSPH must be notified at least 14 days in advance of the date of your booking if any of the details set out in the Hire Agreement are likely to change.

2.3. We reserve the right to cancel a stall:

- If the booking is deemed to negatively affect the reputation of the Friends of Stretford Public Hall
- If we have reason to believe your stall will not be organised in line with these Terms and Conditions, or will lead to a breach of licensing conditions or other legal or statutory requirements
- If we have any health and safety concerns which threaten the event guests, members of the public or the staff of Stretford Public Hall.
- If the premises has become unfit for hosting your event, such as if emergent building repairs need to take place urgently.

2.4. If FOSPH cancels a booking, then Trader shall be entitled to a full refund but FOSPH

will not be liable for any resulting direct or indirect loss or damages. We accept no

liability to provide or pay for alternative facilities elsewhere.

3. Payment & cancellation

3.1. Once a provisional booking has been made, you will be issued with a Market Trader Agreement and invoice. Full payment of the stall fee is required in advance to confirm your pitch.

3.2. If you need to cancel your pitch after payment, then a partial refund is required if the

cancellation is made at least 14 days ahead of the market. A £10 admin fee will be retained by FOSPH.

3.3. If the cancellation is made within 14 days of the market, then the trader will not be eligible to a refund

3.4. Payment is to be made via a payment link or via invoice payments. FOSPH does not accept cheque or cash payments.

4. Covid-19

4.1. By signing this contract, you agree to adhere to the rules set out by the UK Government at the time of the hire. This may include social distancing or mandatory face mask wearing in enclosed spaces.

4.2. You agree to participate in any further measures FOSPH put into place to control Covid-19. This could include proof of a negative test, taking a test on entry to the building, temperature checks, use of face coverings or social distancing (even if this is not set out by the UK Government)

4.3. Further information will be set out in regards to Covid-19 Prevention Measures set out by FOPH once they are confirmed.

5. Licensing & regulations

5.1. Alcohol must not be served or sold at an event without prior written arrangement.

5.2. Anyone selling or serving alcohol is expected to meet the conditions set out in Stretford Public Hall's premises license. This includes ensuring that alcohol is not sold

to anyone under 18 years, or to anyone who is considered to be drunk.

5.3. We operate a zero-tolerance approach to drug use. Anyone found using or under the

influence of illegal drugs or substances classified under the misuse of Drugs Act (1971) will be reported to the police and asked to leave the premises.

5.4. Smoking is not permitted anywhere in the building. This includes e-cigarettes and vapes. Guests wishing to smoke will need to do so outside the hall, at the front of the building. Please do not smoke on Dorset St. or in the hall's car park.

6. Trading hours

6.1. Market trading hours are between the hours of 10am - 4pm. Stallholders are expected to trade for the duration of the event.

6.2. Should a stallholder be required to leave early or arrive late it is expected they will first gain permission from the FOSPH.

6.3. Traders are permitted access from 8.30am to set up and until 5.30pm to pack down. If the

trader requires more time permission from FOSPH is required

7. Allocation of position and pitch

7.1. FOSPH is solely responsible for the allocation and position of pitch sites.

7.2. If you have a specific request for a change in position this must be agreed with FOSPH.

7.3. It is not permissible for stallholders to change the pitch position without consultation

with the FOSPH.

8. Food Traders

8.1. If you are going to sell food then this must be specified in your Market Trader Agreement.

8.2. Food cannot be cooked on the premises without special permission.

8.3. Food stallholders must rely on their own public liability insurance to the value of £5 million to include cover for claims arising from the sale of hot food or from food contamination.

8.4. Food stallholders must acknowledge and agree that FOSPH is not liable for any worker's compensation claim by any of their staff.

8.5. In the storage, preparation, cooking and service of food, food stallholders must comply strictly with all legal requirements and/or the recognised best practice standards including, but not limited to:

- Holding a valid Food Hygiene Certificate and also be registered and inspected (or pending) by their local Environmental Health Office.
- All sales of alcohol must be made in accordance with Challenge 25 guidelines.
- Goods must be marked and priced according to legal requirements. Contact your local Trading Standards office for more information.

9. Eligible Goods

9.1. On application traders are to specify a description and photographs of the goods intended for sale. Any additions/amendments to this portfolio must be approved by FOSPH. FOSP will ask for any non-authorized goods to be removed from display.

10.Exclusive Trading Rights

10.1. FOSPH will endeavour to prevent duplication of products within the event but does not guarantee exclusivity.

11. Site Use and Presentation

11.1. Stallholders must operate strictly within the boundaries of the stall pitch that has been allocated to them, generally 2m x 1m.

11.2. No portable electrical equipment should be connected to the premises' fixed electrical supply unless it has undergone certified PAT testing for electrical safety. If you wish to use electrical equipment, you are responsible for ensuring it meets this requirement.

11.3. Approval to use a portable generator can only be given by FOSPH and only in exceptional circumstances.

11.4. FOSPH does not allow the use of gas power appliances.

12. Setting Up, Closing Down, Loading and Unloading

12.1. Stallholders must set up, close down, load and unload strictly within the specified times and guidance given for each event.

12.2. Trading vehicle parking is set out in the Trader Information Park. It is imperative that

these instructions are followed.

12.3. Before vacating the stall site, stallholders must remove all rubbish and do all other things that may be reasonably necessary to leave the stall site in the same condition that it was in on arrival.

13.FOSPH Directions

13.1. Stallholders must comply with all directions given to them by the Operator.

13.2. Stallholders must treat the staff of FOSPH, other stall holders and members of the public with respect at all times. Unacceptable behaviour including, but not limited to nuisance/hindrance to other traders' aggression, abusive language or refusal to comply with a reasonable direction will be treated as a breach of condition of these regulations. Such a breach is likely to result in that stallholder being required to leave the market immediately and may be banned from future markets.

13.3. Any direction given by FOSPH regarding risk management or accident prevention must be complied with strictly and immediately.

14. Stallholders Warranties and Representations

14.1. The stallholder acknowledges and agrees that, by applying to hire a stall site, the stallholder makes the following warranties and representations:

- That the statements made in the Market Trader Agreement are true, accurate and complete;
- That the stallholder has carefully read these regulations and agrees to be bound by their terms and conditions;
- That the stallholder has the full legal and beneficial ownership of the goods that they offer for sale and that their ownership is free of any encumbrances;
- That the stallholder will not engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling goods;
- That the stallholder has the necessary licenses, practicing certificates or permission to sell the goods that they offer for sale;

15. Inspection of Documents

15.1. Stallholders must supply all necessary documentation requested

15.2. If necessary, documentation is not submitted 14 days before the date of the event,

then the trader will forfeit their stall. A partial refund will be submitted and a £10 admin fee will be retained.

15.3. All Stallholders must have a public liability insurance cover for £5 million

16. Exclusion of the FOSPH's Liability

16.1. The stallholder acknowledges and agrees that FOSPH has not given any warranties or made any representations relating to the stallholder's occupation or use of a stall site at FOSPH's events other than as are specifically set out in these regulations. This includes, but is not limited to, any warranties or representations relating to:

- The stallholder's likely sales or profits;
- The benefits of the location of any particular stall site;
- The number of potential customers that are likely to visit the markets;
- The presence of other stallholders on the same market day selling the same or similar goods or services or the location of their stall site;
- The services and facilities that are available to the stallholder other than as are expressly set out in these regulations;
- The extent to which the Operator has carried out marketing or advertising to attract customers to the markets;
- The suitability of the markets for any particular purpose

17. Claims Against FOSPH

17.1. Stallholders must supply all necessary documentation requested

17.2. The stallholder acknowledges and agrees that the Operator is not liable for any claims arising from:

- Damage to the goods or other property of the stallholder;
- Theft of the goods or other property of the stallholder;
- Injury, loss or damage suffered by any person at FOSPH's events;
- The Operator's request for the trader to leave the market/ lack of future invitations to the event;
- Damage to or the theft of the property of any person at the markets.

18. Risk Management and Accident Prevention Terms

18.1. Stallholders must report promptly to the Operator any security problems including, but not limited to, robberies, shoplifting, pickpocketing, unusual packages or

unacceptable behaviour.

18.2. Any stallholder using equipment or practices that could endanger the health & safety

of any persons will be asked to leave the event.

19. Traffic Management

19.1. Stallholders must appreciate that loading into the event uses public roads. When setting up, closing down, loading and unloading in this area, they must exercise the same degree of care for their own safety and consideration for the safety and convenience of others that they should exercise on a public road.

19.2. Where traffic management signs, cones etc are in force it is the responsibility of all stallholders to ensure that they are correctly repositioned if maneuvered for access.

20. Tripping / Other Accidents

20.1. To reduce the risk of tripping accidents, stallholders must keep their stall site and the

immediate vicinity clear of anything that might obstruct pedestrian traffic and cause tripping accidents.

20.2. Stallholders must ensure that their stall sites are free of any sharp corners or dangerous projections that might injure customers particularly of hard materials such as timber, metal or glass.

20.3. It is imperative that nothing sharp or dangerous is attached to tables or gazebos that

may endanger or encumber set up crew when erecting or dismantling equipment e.g. staples, screws, clips, fastenings.