

Northstowe Town Council

Market Terms and Conditions

The Market Rules shall apply to all markets (including seasonal/specialised/pop-up) controlled by Northstowe Town Council.

Rules will be reviewed annually and come into operation on the 15th of April 2023. The Town Council reserves the right to update this document more frequently, where considered necessary.

DEFINITIONS

The Council	Northstowe Town Council Northstowe, Cambridge
Market Day	The day (or days) of the week upon which the Council have approved the holding of the retail market. The current market day is Sunday.
Market Manager	The Market Manager appointed by the Council to lead the operations of the market and enforce market terms and conditions. In the absence of the Market Manager, the council will have a nominated representative deputised to this role.
Loading and Unloading	Means the process of getting goods and equipment in and out of the traders' vehicles. This includes the set up or take down of the stall or pitch.
Trading Hours	The period of time which traders are permitted to sell goods as set out by the Council. The Market Manager shall have the discretion to vary trading

	<p>hours dependent on the conditions and circumstances on site.</p> <p>Trading hours for Sunday weekly market are 10am to 2pm.</p>
Traders Agreement	<p>The agreement between the Council and a Trader which sets out commodities permitted to be sold by that trader.</p> <p>Trader agreements are valid for a 6-month period and will be reissued at the start of the financial year subject to trader behaviour and account status.</p> <p>A trader agreement does not guarantee a specific pitch.</p>
Trader	<p>An individual or business that the Council have authorised to trade on specific market.</p>
Regular Trader	<p>A Trader who has been approved to trade on the market on a regular (weekly, fortnightly or monthly) basis, who makes payment on a monthly basis via bank transfer in advance.</p>
Casual Trader	<p>A Trader who had been granted temporary use of a pitch to trade by the Market Manager, and who makes payment on an ad hoc basis via bank transfer.</p>
Permitted Commodities	<p>Those goods and commodities for which a Trader has approval of the Council via the Market Manager to whom the Council has delegated powers, to sell at the market.</p>
Pitch	<p>A single pitch is 3m-by-3m area of land from which the Trader is authorised to sell Permitted Commodities during the Trading Hours on trading days.</p> <p>The location of pitches will be determined by the layout as specified by the Council. The Council</p>

	retains all rights to all pitches/space within the market area. Traders have no rights to a specific pitch and location of a trader within the market will be determined by the Market Manager.
Stall	The structure, trailer, or other device upon which the permitted commodities are displayed for sale following approval of its use from the Markets Manager.
Market Area	The area as approved by the Council for the market to take place. A market will have a layout as specified by the Council and the Council remains in control of all space within the market area. The layout will determine the location of pitches permitted for use.
High Risk Foods	Means foods, which will support the growth of food poisoning bacteria (such as sandwiches, pizzas, hot meals, cooked products containing meat, fish and cheese, cooked products for re-heating such as pies, ready meals, smoked or cured meat, fish, dairy products such as cheese).

RULES

1 GENERAL

1.1. The Market will operate as follows:

- The Green, Northstowe [CB241FD]
- Sundays 10am to 2pm

1.2. Subject to clause 23, the market will be open every Sunday.

There may be exceptions during Christmas Day, Boxing Day, New Year's Day and Easter Sunday.

2 PROSPECTIVE TRADERS

2.1

Any prospective Trader must complete the application form with the details requested. By submitting such form, the trader agrees to abide to these rules. In addition, any trader must show proof of;

- Valid public liability insurance with minimum £5m cover
- Risk assessment
- Food Hygiene Certificate or be a Registered Food Business (if selling food)

2.2

Priority to join the market is given to local traders.

3 BALANCED MARKET AND MARKET LAYOUT

3.1

The Market Manager is responsible for the layout of the market and ensuring balance of commodities to make the market attractive to customers.

3.2

New applications for trading will be assessed against the current balance of the market. Prospective Traders will only be granted permission to trade if there is space within the current market layout and the commodities they wish to sell are not over-represented at the market. The Market Manager's decision in this respect is final. This applies to both current and prospective traders.

3.3

Traders who cannot be immediately accommodated will be put on a waiting list maintained by the Market Manager who will determine when space is available, and this will be based on the balance of commodities and the layout of the market.

4 CASUAL TRADERS

4.1

A casual trader is a trader with no rights to a pitch who will be granted the temporary use of a vacant pitch. Any casual trader must show proof of documentation as per clause 2.1.

Casual traders are issued a trader's agreement.

5 REGULAR TRADERS

5.1

A regular trader is a trader with a guaranteed space at a given market however, pitch allocation is not specific to traders, and can be amended by the Market Manager at any one time as per clause 6.1.

5.2

A regular trader will be issued with a ('Terms of Reference') 'Trader's Agreement' which will need to be signed and renewed (following a 6 month review period) and then on a yearly basis.

Any regular trader must show proof of public liability insurance, a duly filled risk assessment, and food hygiene rating as per clause 2.1.

Regular traders must trade every date on their agreed frequency except for medically certified illness, market closures or annual holidays.

5.3

To maintain status as a regular trader all payments to the Council must be up to date with no debt accrued.

6 ALLOCATION OF PITCH

6.1

The Market Manager reserves the right to move traders to a different pitch or area of within the market area. Where possible notice will be given, but in exceptional circumstances this could be immediate.

6.2

Traders are not allowed to move (including for a temporary period) or extend their pitch without first receiving permission to do so by the Market Manager.

7 PAYMENT OF MARKET FEES

7.1

Regular Traders will be charged market fees by a monthly invoice raised in advance e.g., raised March for April. If a credit is owed to a regular trader (e.g., for a market that could not be attended due to medical grounds or being cancelled by the Council) a line showing the credit will be shown on the next invoice raised. All payments must be paid within 20 working days of receipt by bank transfer.

7.2

Failure to pay may result in the status as a regular trader being revoked with immediate effect. Traders will be notified in writing of this by the Market Manager with their trader agreement being terminated. This will may impact your ability to trade on the Council's markets and may prevent you from becoming reinstated as a regular trader in the future.

7.3

Casual Traders (will be charged market fees by a monthly invoice raised in advance and)must make payment to the Council within 20 days of receipt of invoice.

8 MARKET FEES REVIEW

8.1

The Council reserves the right to review market fees as required and alter the charges (NB: this is VAT exempt). All traders will be notified at least 4 weeks before any changes are implemented.

9 HOLIDAY ENTITLEMENT

9.1

At the discretion of the Council, Regular Traders who are up to date with their payments will receive a rent-free period whilst they vacate their pitch due to their holiday. You will be entitled to 4 days per annum rent-free. The trader must give a minimum of four weeks' notice in writing to the market manager.

10 STALLS

10.1

Stalls must be supplied by the Trader, and it is their responsibility for their erection and dismantling. All stalls must reach the expected standards of safety and appearance required by the Council.

10.2

If in the opinion of the Market Manager any part or parts of the stall are deemed unsafe it will be the responsibility of the Trader to remove the item(s) and make them safe.

10.3

If the Trader continues to trade without removing the unsafe item(s) or equipment they will be suspended immediately and asked to leave the market. They will only be allowed to return to the market when they have satisfied the Market Manager that they have made their stall safe.

10.4

The Trader shall not affix their stall to, or place any of their goods or produce on, any items of street furniture or public memorial.

10.5

All Gazebos and pop ups must be weighted, regardless of the weather. It is the responsibility of the trader to ensure they have sufficient weights to make safe their stall.

11 PITCHES

11.1

The Trader shall not place or display goods or trail cables beyond the boundaries of their pitch or upon their stall in such a manner as may cause obstruction or danger to pedestrians and people visiting the market. It is the Trader's responsibility to ensure all cables are covered and out of reach from members of the public to prevent injury.

11.2

If any pitch is free or unclaimed, traders cannot use this space without seeking permission of the Market Manager first. The Council reserves the right to sell such a space at the market rent achievable for the time of year.

11.3

Pitches must be attended at all times throughout the period of the market.

11.4

Traders must display in a prominent and visible location on their pitch, a legible and well-presented sign of a minimum A4 size always showing their trading name during the trading hours.

12 PERMITTED COMMODITIES

12.1

The Trader shall not deal in, sell or display goods other than those stated in their 'Traders Agreement'. The Market Manager has the authority to stop a Trader selling goods that they regard as unsuitable. The Market Manager's decision on this is final.

12.2

A trader must not sell any other goods than the ones they have agreed to sell and the goods to be sold must conform to the relevant standards and display markings and labelling as appropriate.

Any traders that sell alcohol will need to hold a Temporary Event Notice (TEN) for sale by retail of alcohol. Traders will be asked to provide the license. Licences can be applied through the [Local Authority](#).

13 PROHIBITED AND RESTRICTED ITEMS

13.1

Lottery tickets, drugs, medicines, weapons,(including Penknives) firearms,(Fireworks, Cigarette and all and any Vapes) or imitation firearms shall not be sold from a stall or pitch.

13.2

A Trader shall not sell alcohol from a stall or pitch unless a premises license has been obtained as per clause 0.

14 COMPLIANCE WITH LEGISLATION

14.1

Any Trader found contravening any trading standards or consumer protection legislation must remove the said goods and will be reported to Trading Standards. The Market Manager can suspend said Trader from trading on that day and until relevant authority has been obtained to sell those goods.

14.2

The Trader must comply with their responsibilities under the relevant regulations and legislation to their employees and to members of the public and in particular the Consumer Rights Act 2015.

14.3

Should a complaint be made by a consumer against a Trader's product, and no satisfactory outcome can be found between the two parties, the Market Manager having taken advice will make the decision. If they agree with the consumer a refund must be offered by the Trader.

14.4

Should the Trader still disagree, and the Market Manager feels that the market is being bought into disrepute, the Trader may be asked to leave the market permanently.

15 AUCTION, PITCHING OR TOUTING

15.1

The Trader shall not sell any goods or allow them to be sold by auction, pitching or touting.

15.2

Amplifiers or other noise-making devices, motors or generators can only be used after consultation with the Market Manager.

16 MARKET APPLICATION FORMS

16.1

The Trader shall complete the form detailing such information as the Council may require and promptly thereafter shall notify the Market Manager in writing of any changes in such information or supply such further information as the Council may require. As such information may be used to control and administer the Council's market and to manage, monitor, improve and promote Council services.

16.2

Note; Northstowe Town Council is registered as Data Controller under the Data Protection Act 2018 for the purpose of processing personal data in the performance of its law.....etc.

17 WASTE DISPOSAL

17.1

Traders are responsible for the removal and disposal of all waste generated by their trading activity at the end of the trading day, ensuring that the persons removing and disposing of it hold an appropriate Waste Carrier's License which can be inspected by authorised Council officials.

17.2

Traders will not be permitted to put their trade waste in the nearby litter bins.

17.3

At the end of the trading hours the Trader shall remove all goods and approved fittings from their pitch and leave the site clean and tidy. The Council will charge the Trader for clearing away and waste or removing items left on the market, surrounding area or any area such

where rubbish may have blown to. Traders that continue to leave the market space untidy will be issued with a warning.

18 GAS CYLINDERS

18.1

The use of LPG/pressurised cylinder(s) will not be permitted without the prior written consent of the Market Manager.

18.2

All Traders using LPG/pressurised cylinder(s) must have a controllable discharge type, dry powder fire extinguisher situated near the appliance, displaying a current test approval easily accessible on their pitch.

18.3

All LPG-pressurised cylinder(s) shall be stored outside and pitch or vehicle via securely fixed metal piping or armoured flexible piping. Only cylinders using pressure relief valves will be allowed which must be positively secured in the upright position.

18.4

All LPG/pressurised cylinders not in use must be stored upright in the open air away from any fixed or temporary source of ignition, with suitable hazard warning signage provided, complying with the Health and Safety (Safety Signs and Signals) Regulations 1996. (All LPG/Pressurised Cylinders must have a Gas Safety Certificate and have a sticker on the cylinder to show when it was last checked)

18.5

Paraffin appliances will not be permitted under any circumstances

19 GENERATORS

19.1

Generators are not permitted on the Market without prior written consent from the Market Manager, and subject to such conditions as;

1. Only silent running (maximum 50 decibel) solar or diesel generators are permitted on the Market.
2. No re-fuelling or storage of fuel is allowed on site.

3. Generators must be located so as not to be accessible to members of the public or other unauthorised persons.
4. All cables must be routed away from pedestrian traffic routes in order to prevent tripping hazards and must be protected from mechanical damage (and have a cover on in case of rainfall)
5. Where the Market Manager considers that the conditions have been breached, including where the generator is too noisy, the Market Manager may require the generator to be switched off immediately.

20 ELECTRICITY

20.1

Any trader requiring electricity must inform the Market Manager in their application form. If approved and space is available, they will be allowed to connect to an approved electrical outlet in the Market Area at the discretion of the Market Manager. Traders must ensure all their electric cables and appliances conform to required legislation, and require an up-to-date PAT test certificate, and that where cables are in a public space, coverings are in place. Any cables or electrical appliances that are deemed unsafe by the Market Manager must be removed immediately.(We cannot guarantee electricity supply, due to possibility of power outages, so it is recommended that you bring your own back-up generator, solar, or electric but not petrol).

20.2

The Market Manager may suspend use of electricity to any trader. Any damage caused by Traders to the Market electrical supply equipment will be charged for.

20.3

All electrical charges will be levied at the current rate as part of a Trader's invoice for rent. The Council reserve the right to alter the charges, all traders will be notified before any changes are implemented.

21 LOADING AND UNLOADING TIMES – ALL TRADERS

21.1

Loading and unloading in connection with a stall shall cause little inconvenience to the public or other traders as possible.

21.2

Unloading must be completed between hours of 7:30 am - 9:45 am. (using the one way system, entering via Stirling Road and exiting via Pathfinder Way.) The Market Manager shall have the discretion to vary loading times dependant on the conditions and circumstances on site. (Parking of vehicles should be parked either on the Park and Ride site or near the roundabout on Pathfinder Way, near the Pathfinder Primary School) Loading must be completed between hours of 2:15 pm - 4 pm. The Market Manager shall have the discretion to vary loading times dependant on the conditions and circumstances on site.

Trailers; *It is your responsibility to get your trailer into position without disturbing other traders or causing damage to the market site and its surroundings. Traders will remain responsible for any damaged caused, and need to notify the Market Manager immediately should damage occur. Other traders should not be expected to delay their set up waiting for you.*

Note; *Any trader that is onsite out of the times set out above does so at their own risk. The Council will take no responsibility for anything out of the times set out above.*

21.3

Traders must observe the maximum vehicle speed of 5 miles per hour when or in the vicinity of the market,

21.4

The Council will not be responsible for any vehicles brought into the market.

22 RE-ALLOCATION OF UNOCCUPIED PITCHES

22.1

If a Trader is not fully set up by 09:15 am the pitch may then be allocated to another trader and it will be considered that the Trader is not attending, and the pitch may be reallocated for that day. The Trader that failed to attend will still be liable for the pitch fee.

23 DEPARTURE TIME FROM PITCH

23.1

All Traders are required to trade up to the agreed time. If a Trader sells out of stock the Trader(would usually) will be required to leave their structure (unless it is safe to do so, and prior permission has been sought from the Market Manager) in place until the agreed time of closing.

23.2

Any Trader that is onsite out of hours set out in section 19.1 does so at their own risk. The Council will take no responsibility for anything out of these hours.

24 MARKET CLOSURE IN EXCEPTIONAL CIRCUMSTANCES

24.1

The Market Manager can close the market down in exceptional circumstances and Traders must vacate their pitch as soon as reasonably possible. If a Trader continues to trade after given instructions to leave a permanent ban may be issued in writing.

Note; *Most Trader Insurance is invalid if the market is closed*

Market closure in advance due to weather forecast: If a weather warning is issued the Market Manager must act upon it. If speeds or gust of wind are predicted to reach (30 mph) or above (as shown on the Met Office website) the market will be closed or made a no structure event. This decision will be made as early as possible. For all cancelled markets, a full credit will be shown on the next invoice

Weather Change on the Day: If a decision is made to close the market before 12.00 noon on the day a full credit will be made. If the decision is made to close the market after 12.00 noon on the day a 50% credit will be made. All credits will be shown on your next quarterly invoice.

25 INSURANCE

25.1

All Traders, Casual and Regular Traders shall indemnify the Council against all cost, actions, claims and demands by any person or body arising from the exercise of their trading activities of those of their employees, representative or agents and shall hold a valid insurance policy for public liability for claims up to £5 million. The Market Manager shall be entitled to call for and inspect such a policy of insurance and the receipt of the current premium. Traders are responsible for ensuring that the appropriate insurance is in place that covers all situations in which they operate.

25.2

Public Liability Insurance: Most membership insurance policies are personal to you to use for business purposes.

25.3

In the case of a limited company or limited liability partnerships, every director of a business must be a member of the insurance scheme. Traders will need to provide this proof to the Market Manager.

25.4

Traders who are responsible for employees must also hold Employers Liability Insurance with a minimum level of cover of £5 million.

25.5

Any Traders must notify the Market Manager of any changes or renewable in insurance and provide copies on request.

26 HEALTH AND SAFETY AT WORK ETC. ACT 1974

26.1

All traders are duty bound by law to follow this act. Failure to do so will result in suspension or permanent removal from the market. It is the traders' responsibility to check and use the latest update available.

27 FOOD TRADERS

27.1

Any Trader selling food for human consumption shall: be registered as a food business at [South Cambridgeshire District Council](#) and will have to supply relevant documentation to the Market Manager.

27.2

Traders selling pre-packed foods are considered 'low risk; and will need the following in place to trade safely:

1. Provide appropriate cover to the roof, sides and back of stalls from which food is sold and provide such other facilities, equipment as required by law or Environmental Health or Trading Standards Officers. You may be asked to remove the sides of your stall depending on weather conditions.
2. Have suitable hand washing facilities such as hand sanitiser or hand wipes.

27.3

Traders selling hot food are considered 'higher risk food' and will need the following in place to trade safely:

1. Provide appropriate cover to the roof, sides and back of stalls from which food is to be sold and provide other facilities as required by law or by Environmental Health or Trading Standards Officers. You may be asked to remove the sides of your stall depending on weather conditions.
2. Have suitable hand washing facilities such as a hand basin with necessary prerequisites such as hot and cold water, soap, hand drying facilities and a suitable method for disposing of wastewater.
3. Ensure direct handling of food is done so wearing gloves or cleansed clean hands.
4. The operator of a food business must ensure that food handlers are supervised and provided with food hygiene instruction and/or training which is appropriate to their duties and the nature and type of the business.
5. Maintain standards of hygiene and cleanliness as required by law, Environmental Health Officers, Trading Standards Officers, the Food Standards Agency (to a minimum of 4 stars) or the Market Manager. Should any food Trader be found to be non-compliant with the law they will be required to immediately leave the market and will not be permitted to return until

they can demonstrate full compliance to the satisfaction of Environmental Health Officers. No refund of Markets Fees will be given.

27.4

As a food vendor, you will follow the U.K legal requirements for allergen labelling, updated on the 1st of October 2021 <https://www.gov.uk/food-labelling-and-packaging> (Included in this update is Natasha's law).

27.5

No drink will be allowed to be served in glass vessels.

27.6

If seating and tables are to be provided by the Trader this needs to be in agreement with the Market Manager prior to trading.

27.7

All traders that attend the market and will be doing so with a food van, ice cream van or such, will be required to hold a street trading license which can be obtained from the [Local Authority](#) (all food trucks are booked by Food Truck Revolution and Northstowe Foodies, with their own agreement in place with SCDC).

28 NON- ATTENDANCE

28.1

If without notifying the Council a Regular Trader fails to attend a Market on two consecutive weeks or six occasions in a twelve-month rolling period, then his or her Trader agreement will be terminated.

28.2

If a Regular Trader is unable to attend a market on medical grounds, credit or market fees will be made on the next quarterly invoice. A maximum of nine weeks in a twelve- month rolling period can be claimed. This will be subject to the provision of satisfactory evidence such as a medical certificate or Doctor's letter. During this time, the Council reserves the right to temporarily allow trading in place of non-attending trader. If a total of nine weeks in a twelve-month rolling period is reached the situation will be reassessed and after notice the trader agreement may be terminated.

29 NOTICE PERIOD

29.1

A regular Trader shall give four weeks' written notice of their intent to cease trading before the end of the invoiced period. No refunds will be given in regard to such notice for the current rent invoiced. Notice can also be given by the Council to the Trader to remove the Trader which will be a period of four weeks' unless the reason for this is of a serious nature.

30 COMPLIANCE WITH MARKET RULES

30.1

Trader shall comply with all reasonable directions of the Market Manager.

30.2

Traders must sign such form to say they have read, understood and intends to comply with these Market Rules. These will be reviewed and reissued for signature on a yearly basis.

30.3

Traders not complying with these Market Rules may be suspended from trading by the Market Manager.

31 TRADER BEHAVIOUR

31.1

If a Trader or their employees or representatives behave in a manner which may be deemed in breach of the law, or which is of an anti-social nature, threatening (physical or verbal) behaviour they may be suspended from trading.

31.2

Likewise, traders are expected to present a positive image of Northstowe Market. Traders should not disgrace, belittle, or shame customers, fellow traders or Council Officers in-person, online or social media posts. Any Trader or representative found in breach of this may be suspended from the market. For serious offences, suspension will be immediate and will be permanent. The Market Manager's decision is final.

31.3

Traders and those working with them must not;

1. Use abusive or bad language, shouting or intimidating behaviour;

2. Discriminate against anyone on the grounds of age, gender, race, sexual orientation, disability, gender reassignment, religion, or belief;
3. Use or permit the use of illegal substances on the Market including toilets and storage area;
4. Smoke / Vape in the toilets, or the storage areas within the confines of any pitch canopy on the market;
5. Hawk or carry goods about for sale, whether in the Market or outside it;
6. Use Pitches for any purpose other than trading;
7. Sell/use live animals for demonstration/entertainment on the market.
8. Animals other than Assistance Dogs are not permitted on the pitch without the written agreement of the Market Manager.

32 AMENDMENTS TO THE RULES

32.1

The Council may add or amend the Market Rules in the light of changing circumstances or for any other reason on the understanding that Traders will be advised in writing. When a new copy of the Market Rules is issued Traders will be advised in writing. When a new copy of the Market Rules is issued Traders must sign and date and return to the Market Manager. Failure to do so will result in termination of the Traders agreement.

33 PROCEDURE FOR EXCLUSION FROM TRADING WITH NORTHSTOWE MARKET

33.1

Failure to adhere to the market rules or instructions given by a member of the Markets Team will result in a written warning being issued in the first instance. If three written warnings are issued within a 12-month rolling period, this will result in a permanent ban from trading at Northstowe Market.

33.2

If the issue is considered serious, this will result in a permanent ban from trading at Northstowe Market regardless of any prior warnings, E.g., Verbal, or physical abuse

towards public, other traders or Markets Team. This will be issued to traders in writing and will be effective immediately.

34 COMPLAINTS

34.1

The Market Manager is the first point of contact for complaints. In order for the Town Council to address any complaints, this will need to be put in writing, to the dedicated Market e-mail.

Any appeals can be made in writing to the Town Clerk, who will take appropriate action and bring this to the attention of the Town Council where deemed necessary.

By signing this form, you are agreeing to the Market Rules and Regulations. Please complete the form below and return to the Market Manager. You will also be issued a copy.

TRADER REPRESENTATIVE

NAME _____
POSITION _____
SIGNATURE _____ DATE ____/____/____

COUNCIL REPRESENTATIVE

NAME _____
POSITION _____
SIGNATURE _____ DATE ____/____/____