

Swanage Town Council

CONDITIONS FOR SWANAGE MARKET STALLHOLDERS - January 2022

1. Definitions

- 1.1 "The Market" is held in the Main Beach Car Park on Friday of each week.
- 1.2 "Artisans at the Market" is held in the Main Beach Car Park on the first Friday of each month.
- 1.2 "The Market Attendant" is the person or persons appointed by the Town Council to supervise all aspects of the market such as allocation of plots, collection of fees etc.
- 1.3 Any references in these conditions to the Market Attendant shall also be taken to apply to other persons who may be undertaking those duties.

2. General Conditions

- 2.1 These conditions apply to all categories of Stallholder.
- 2.2 The Market Attendant has authority to refuse to allocate a site to any Stallholder who does not comply with any of these conditions.
- 2.3 Traders shall display their names and registration particulars on their stalls at all times. Failure to do so could result in the trader being asked to vacate the market.
- 2.4 Traders shall ensure that their stalls are continuously manned by at least one competent person over the age of sixteen years. The stall holder shall be responsible for the actions of any person working from their stall.

3. General Obligations

- 3.1 Stallholders shall indemnify the Council from and against all claims, damages, loss, expenses and costs in respect of any explosion, fire, accident or injury to property, persons or things which may arise or occur through or in connection with the occupation or use of the stall.

Valid Public Liability Insurance of £5m and, if appropriate, Market Traders Employers' Liability Insurance Certificates must be presented with the application to trade on the market and must be produced when requested for inspection by the Market Attendant. Valid insurance must be held at all times when trading on the market. A risk assessment must be submitted and approved before any payment is taken. The Town Council is not liable for any damage caused by the stallholder, their stall or goods.
- 3.2 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 or to other Stallholders or to the public resorting thereto. Stallholders shall not bring the market into disrepute.
- 3.3 No right will be created by signing these terms and conditions to any plot in the market. Although the Council will attempt to offer continuity in plots across the period, the decision of plot placement by the Town Council will be final.
- 3.4 Any licence created by these terms and conditions cannot be transferred or assigned to another trader. Therefore, no guarantee of the continuing availability of a specific plot in the

Market, or any plot in the Market, should be given by any Trader when disposing of his goods to a successor.

- 3.5 Registered Traders who intend to cease trading in the Market are requested to advise the Town Council accordingly.
- 3.6 All traders must sign that they will abide by these conditions before being allowed to trade on the market.
- 3.7 The use of single use plastic is strongly discouraged and will, in the near future not be permitted. Each trader supplying these items will be required to advise the Town Council, in advance, how they intend to reduce and eliminate these items.

4. The Stalls

- 4.1 Plots must be occupied by Stallholders between 7 a.m. and 7.45 a.m. unless the Market Attendant has been advised accordingly. Plots not occupied by 7.45am will be allocated on a “first-come” basis.
- 4.2 The positions of all stalls shall be sited as directed by the Market Attendant.
- 4.3 Stalls shall not be fixed to buildings or street furniture.
- 4.4 Stallholders may only sell or offer for sale those goods listed on their application form. A stallholder may not amend the list of goods that they sell unless approval has been given in writing by the Town Council.
- 4.5 No ‘A’ boards to be allowed, unless permission is provided by the Council.
- 4.6 Stalls may only sell items defined by the Town Council as ‘produce or crafts’ or ‘charity and community’ or items that are not readily available in the town centre. The decision of the Town Council is final.

5. Consideration of the Public and Safety

- 5.1 Stallholders shall not cause nuisance by noise, obstruction etc. to residents and users of the Council’s land when erecting and dismantling their stalls and during the Market. Erection of stalls shall not commence before 7.00 am and be removed by 3.00pm.
- 5.2 Stallholders shall ensure that their stalls are set up, their vehicles unloaded and removed by 8.00 am.
- 5.3 Canopies, clips and display goods must be positioned high enough so as to cause no risk or danger to pedestrians.
- 5.4 Each stallholder is permitted to park one vehicle at a location advised by the Town Council. Any vehicles parked by Stallholders within the remaining public car park area shall be required to pay the parking charges in force at that time.

6. Food

- 6.1 Notification must be given to the Dorset Council Environmental Health Division, <https://www.dorsetcouncil.gov.uk/environmental-health/environmental-health> by Stallholders proposing to conduct a food business from any stall. A summary of the principal requirements of relevant regulations is obtainable from the Senior Environmental Health

Officer. All Stallholders conducting a food business must comply with all relevant food hygiene regulations and provide this authority to the Town Council before conducting any business.

7. Litter

- 7.1 Stallholders are responsible for ensuring that all rubbish, litter, unwanted goods, etc., are properly stored throughout the day, and removed at the end of the day's trading. Additional precautions shall be taken by Stallholders during inclement weather to prevent litter from their stalls being blown along the highway. Stallholders will be charged at business rates for the removal of any litter remaining at the end of trading.

8. Payment

- 8.1 Traders are encouraged to pay fees in advance, according to the set fees for the period, and to provide all necessary documentation. No refunds will be given in the event of a trader unable to participate at the Market when they have already paid for their space, unless the 'Bad Weather Protocol' has been instigated by the Town Council, in which case a credit may be applicable.
- 8.2 Any payments on the day will be through debit/credit card only. If a trader is unable to pay through this mechanism they will be asked to leave.

9. Additional terms for monthly "Artisans at the Market" stallholders

- 9.1 All terms apply to "Artisans at the Market" with the exception of drink, food and food-based products which they are not permitted to sell.
- 9.2 All items for sale must be hand made by the stallholder.
- 9.3 The reduced rate for "Artisans at the Market" is only applicable for the monthly 'Artisans' market.

10. Non-compliance with Market Conditions

- 10.1 If any trader fails to observe any of these conditions and/or the instructions of the Market Attendant, a verbal warning will be issued in the first instance.
- 10.2 Continuing failure to observe the market conditions and/or the instructions of the Market Attendant will lead to a written final warning being issued.
- 10.3 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.
- 10.4 A verbal warning may be issued by the Market Attendant. Written final warnings and a decision on a temporary or permanent ban shall be made by the Visitor Services Officer or, in his absence, the Town Clerk.
- 10.5 Where a serious breach of the market regulations and/or the wider legal or regulatory framework has been committed the Council reserves the right to terminate any licence without notice.

11. Appeal Rights

- 11.1 If a decision is taken by the Town Council to terminate a licence or to permanently ban a trader, then the trader may appeal against this decision and the appeal will be heard by a councillors' panel appointed for this purpose.
- 11.2 Any complaints regarding decisions taken by the Market Attendant shall be submitted in writing to the Town Clerk.

12. Market Cancellation

- 12.1 The Council reserves the right to cease the operation of the market at any time, and therefore terminate any licence created by signing these terms and conditions, if circumstances exist which render the Council unable to safely operate the market (e.g. for reasons of public health, repairs and maintenance to the market site, flooding, or other emergency or unforeseen circumstance etc.). If this clause should be invoked then a pro-rata refund will be provided to the Stallholder

I agree to abide by these Terms and Conditions and that the Council may process my information in accordance with its Privacy Policy.

Trading name.....

Proprietors name.....

Phone number

Mobile phone number

E-mail address

Goods sold

Signature.....

Date.....