GLASTONBURY
TOWN COUNCIL

# Market Trading Policy and Terms & Conditions

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## 1. Introduction

i. This Policy describes how Glastonbury Town Council will govern and manage its weekly market.

ii. Glastonbury Town Council will appoint a representative of the Council for the market and they shall be responsible for running the market in line with Glastonbury Town Council's Markets Policy and Terms and Conditions.

iii. General contact regarding the market should be made via: market@glastonbury.gov.uk

## 2. Grant

i. The Market Trader ('Stall Holder' or 'Trader') will be granted the right to use a pitch within the market venue on market days for the sale of goods, as agreed by the Council.

ii. Such right is not to be removed without prior consultation with the stall holder subject to the terms within this document. Excepting and reserving that Glastonbury Town Council has the full right and liberty not to hold a market on such day or days as it deems fit, after due consideration.

## 3. Conduct

i. The stall holder shall always conduct their business in an honest, civil, business-like manner.

ii. The stall holder must not interfere with the business of other traders and always act in compliance with any instructions given by the authorised representative of Glastonbury Town Council.

iii. The stall holder shall promptly notify the Council in writing any changes to their contact details.

iv. The stall holder must be actively engaged in the business and in trading from the stall, no person other than the trader or their agents and/or employees (paid or unpaid), shall use the stall or sell or offer for sale any articles from the stall.

v. Abusive or behaviour of a discriminatory nature, the use of obscene language or any act or conduct which may cause offence to other persons is strictly forbidden and will lead to instant dismissal on the trading day and consideration of the trader's grant of a pitch.

vi. Any act, including shouting, throwing of items, which is performed to a degree or an extent, which is likely, (in the opinion of the Council's representative); to be a nuisance or annoyance to other traders or members of the public is forbidden.

vii. Stall holders are not allowed to perform any act, which may cause persons to congregate around the stall, to cause an obstruction in any gangway or roadway.

viii. No Fighting, drugs (promotion or consumption), or smoking in the vicinity of the market stalls is permitted.

ix. The use of radios, tape recorders, record players or the production or reproduction music is forbidden unless it is for brief demonstration purposes only.

x. Stall holders shall comply with and ensure that their agents and/or employees (paid or unpaid), comply with all relevant statutes, statutory Instruments, Local Acts, Byelaws and Common Law at all times.

xi. Stall holders are expected to present a positive image at the market and to treat customers, fellow traders, and others with courtesy at all times.

xii. Stall holders shall not bring any adverse publicity to the market, fellow traders, or the Council, by any means including via social media.

xiii. Stall holders shall not purport to represent "the market" as a whole, but they can promote their own stalls and wares.

xiv. No sign, other that any connected with the retail business to be displayed on the stall. All such signs must comply with the Trades Description Act 1972.

xv. All traders must adhere to current legislation including but not limited to: The Consumer Rights Act 2015, Licensing Act 2003, Weights and Measures Act 1985, and any other relevant and/or subsequent legislation.

## 4. Market Operations

i. The hours of trading for the weekly market are between 09:00 and 15:00.

ii. The hours for set up for the **outdoor** weekly market are between 07:00 and 09:00. The hours for set up for the **indoor** weekly market are between 08:00 and 09:00. Once allowed onto site vehicles must be unloaded as quickly as possible and then be removed from the market before the stall is set up to allow for access for other traders.

iii. Vehicles must only enter and exit the market area via the designated points, and no vehicle shall exceed 5 miles per hour at any time in the market area.

iv. All vehicles must be removed from the market area by 09:00, and no stall holder vehicles are to remain in St. Dunstan's car park on market day.

v. Set down time for the weekly market is between 15:00 and 17:00.

vi. No vehicles shall be within the market area until 15:30, unless agreed by the Council.

vii. Trading shall not take place before or after the market times in section v. Stallholders must keep their stall open for business for the entire duration of the market, unless by prior arrangement with the Council.

viii. A single standard **outdoor** pitch shall be 3 meters by 3 meters in all cases. A single standard **indoor** pitch shall be a 6 feet by 2 feet table in all cases.

ix. Each standard pitch will be charged individually at the rate set by the Council.

x. Stall holders will not alter the market area in any way after it has been set out by the Council.

xi. **Outdoor** stall holders will erect their gazebo in their assigned pitch for that week, ensuring that it is sufficiently weighted at all times.

xii. The Council will manage the promotion of the market as a whole.

xiii. The Council may, at their discretion, cancel the market, or change trading timings on any given day and the Council shall not be liable for any loss incurred because of the cancellation.

xiv. All traders' vehicles must be removed as soon as possible from the market prior to trading, or at the Council's discretion.

## 5. Market Charges

i. **Outdoor** market pitches shall be charged at £20 per week and an **indoor** pitch shall be charged at £18 per week for Regular / Seasonal traders (please refer to Section 10 – Trading Options).

ii. **Outdoor** market pitches shall be charged at £30 per week and an **indoor** pitch shall be charged at £25 per week for Casual traders (please refer to Section 10 – Trading Options).

iii. All payments will be collected by the Council's representative, on each Market Day according to the market tariffs. This can be paid in cash or by card.

iv. Non-payment by the trader, when requested by the Council's representative, will be treated as termination of their trading and prompt a consideration of their pitch grant.

v. Payment is non-refundable. The Council's representative has the authority to use their discretion in cases of illness / compassionate leave / extenuating circumstances *etc*. where a trader must leave the market before the end of trading.

vi. A receipt will be given for all payments. The receipt must be retained for the duration of the day's trade.

vii. The Council reserves the right to review charges as they see appropriate, giving a minimum of 90 days' notice. This will usually be reviewed in November, to be implemented the following April.

viii. Any trader who is VAT registered must declare it to the Council and to the relevant tax authority.

## 6. Unavoidable Delay

i. In the event of a trader arriving late, the Council may hold the pitch open, if they have been contacted prior to the deadline time of 09:00.

ii. If a trading position is reserved, as above, and the trader fails to attend, without notifying the Council, the Council reserves the right to hold that trader liable for the payment for use of that position.

## 7. Holidays

i. Regular traders are entitled to 5 weeks' annual leave, with the agreement of the Council, without affecting their place at the market.

## 8. Insurance

i. The Stall holder agrees to indemnify the Council from and against all claims, demands, proceedings, damages, costs charges and expenses howsoever arising and that public liability insurance covering to a minimum of five million pounds (£5m). A current and valid Insurance Certificate should be available on request.

## 9. Health & Safety and Fire

i. All Traders / Stall holders must ensure that they comply with the requirements of the Health and Safety at Work Act 1974 and regulations made thereunder. Similarly, they are reminded of their civil law duty of care to the public. This extends to the provision of

safe equipment and articles used in connection with their trading activities, such as their gazebo which must be adequately weighted.

ii. Traders are required to comply with all reasonable improvement requests to safety where directed by the Council's representative.

iii. All traders must ensure there is adequate means of firefighting within their unit. In addition, Traders must ensure that all fire extinguishers are inspected annually by a competent person, and a record kept which shall be available for inspection by the Council.

iv. All traders, particularly those using electric and gas, must provide suitable firefighting equipment for the equipment they use on their stall e.g., carbon dioxide, foam, powder, or wet chemical fire extinguishers.

## 10. Trading Options

i. A Regular Trader trades at the market for a minimum of 47 weeks a year after a 3-month initial period.

ii. After the initial period, a Regular Trader is allowed up to 5 weeks annual leave a year.

iii. Regular Traders who do not attend regularly according to their application, and do not notify the Council in advance of the reason for non-attendance, may forfeit their Regular Trader status and will be charged the pitch fee for the market not attended.

iv. A Seasonal Trader trades at the market for a limited period, usually from April 1st to October 31st each year.

v. Seasonal producers/ traders will need to give at least one month's advance notice and state on their application form which months they would like to be considered for trading.

vi. Seasonal traders who do not attend the market regularly between April and October according to their application may forfeit the right to an allocated pitch, risk their pitch

being given to another trader and will be charged the pitch fee for the market not attended.

vii. A Casual Trader is defined as a trader who trades on a non-permanent basis at the market and organises their pitch on a week-to-week basis. Pitches will be allocated subject to availability and relevant documentation must be available to show the Council prior to a pitch being granted.

## 11. Allocation of Pitches

i. The Market Officer reserves the right to change the allocation of stall positions for the overall benefit of the market.

ii. Pitch allocations shall be made taking in to account the type of goods the trader is selling.

iii. Where a trader refuses to accept the trading, location offered he/she will be requested to leave the market and considered to be absent on that day.

iv. The Council reserves the right not to allocate a trading position, even if it is vacant.

## 12. Balance of Trade and Goods for Sale

i. Competition Act 1998 prohibits agreements and other arrangements which may prevent restrict or distort competition.

ii. To ensure that the markets are a viable and sustainable part of the local economy, it is necessary that there is a policy in relation to the balance of trade (i.e. goods) and the trader mix.

iii. Traders will only be allowed to trade the products that they request on their application form, changes to the goods traded must be made in writing to the Council who will ensure that there is a diverse offering for the customer, a choice of where to buy and sufficient customers to enable a trader to be viable, where this is not possible the

request will be refused.

iv. The below is a table of the current balance of trade within the market

| | | | |
|---|---|---|---|
| Fruit & Vegetables | Flowers & Plants | Women's Clothing | Household goods |
| Bread & Cakes | Entertainment (Books & Music) | Men's Clothing | Children's Clothing |
| Street Food | Health and Beauty | Tea & Coffee | Pet Supplies |
| Meat & Fish | Jewellery | Delicatessen | Wine, Beer & Cider |
| Cheese & Dairy | Vintage/Retro | Leather goods & Bags | Prints, Gifts & Cards |

v. The trader mix and layout of the market is aimed at making the market attractive to customers, they are not aimed at, nor do they have the effect of, creating sole exclusiveness for a trader.

## 12.1 Goods to be sold

i. Glastonbury Town Council will require a detailed list of what a trader intends to sell. Only goods authorised by the Council can be sold or displayed.

ii. Any request for additions or changes in the type of goods must be requested in writing and approved by the Council prior to them being sold or displayed.

## 12.2 Prohibited Goods

i. The below goods may not be stored, displayed or sold.

- Any explosive materials, fireworks, hazardous liquids, bulk gases or any substance which might be a source of danger.

- No trader shall store, display or sell on any market ground any item which may cause offence.
- No counterfeit goods are allowed on the market at any time. Any counterfeit goods found to be on sale will result in the expulsion of the trader and the appropriate authorities will be informed.
- The sale of live animals, fish, birds and other fowl.
- Acupuncture, ear and body piercing, tattooing or electrolysis services or products.

ii. No Trader may offer goods for sale by wholesale or by mock auction or auction.

iii. 'Hawking' or carrying goods for sale in the market is forbidden.

## 13. Food and Drink Trader's Information

i. Traders selling food must follow Food Safety and Hygiene (England) Regulations 2013.

ii. Food/drink traders must be registered with their local authority and display their food hygiene rating on their stall. Businesses with a food hygiene rating of less than 3 will not be allowed to trade at the market.

iii. No food for human consumption other than greengrocery, fruit, vegetables, or eggs may be sold from an market stall with no roof covering, unless it is totally enclosed in wrapping or other provision, or container.

iv. All Perishable food must be protected from adverse weather conditions.

v. Traders must make provision for suitable storage of foodstuffs for the market and ensure suitable monitoring and recording systems are in place i.e., monitoring temperature and condition of food, protect from contamination etc.

vi. Traders selling food/drink at the market must have a Food Hygiene Certificate (Level 2). Others working on the stall should hold minimum Level 1 unless product is pre-packaged.

vii. Alcohol producers/sellers must provide their own temporary events notice (TEN) to cover their pitch (except at Wells Market) and produce their licence documentation on arrival at the market to the Market Officer.

viii. Alcohol traders providing on sales must display Challenge 25 signage and to instruct customers to consume alcohol within the vicinity of their pitch.

ix. Allergen notices must be displayed where applicable and staff trained with proper allergen training.

x. Food/drink products must be compliant with trading standards guidance and be clearly priced and labelled with weights for pre-weighed items.

xi. Ingredients must be listed when made up of more than one item.

xii. All catering equipment must be clean, in good condition and free from defects.

xiii. Generators are not allowed at the market.

xiv. Gas must be in a safe, well-ventilated position and spare supplies must be stored safely.

xv. No camping gas burners are permitted at the Market.

xvi. Traders using gas must provide a Gas Safety certificate to the Council.

xvii. No deep-fat fryers will be allowed without prior written agreement of the Council.

xviii. Traders using oil must have a suitable oil spill kit and clean the area after use for any oil on the ground.

xix. Heat producing equipment shall be so placed within the trading area as to offer maximum safety to public. The position of such equipment in relation to other goods or materials shall be agreed with the Council's representative.

xx. The stall will have a first aid kit for the number of people on the stall and activity you are undertaking.

xxi. Hot food traders must have a burns-specific first aid kit.

xxii. Market traders managing open foods must have their own facilities solely for the hygienic washing and drying of hands.

xxiii. Perspex Food Sneeze Guard/Security Guard shall be provided between the trader's offering and public.

xxiv. Suitable gloves are to be worn for the serving of open food. Gloves managing food must not handle cash payments, to protect the public.

## 14. Trade Waste

i. Glastonbury Town Council do not supply bins for trade waste at their markets. The Trader is responsible for the control, collection, and removal of all trade waste from in and around their stall and to maintain their stall, ensuring it is free from rubbish and in a clean condition, both during trading and to ensure that no goods, boxes, or litter is left at the end of the trading day.

## 15 Employment

i. All traders must comply with relevant employment legislation in relation to the running of the business and stall.

ii. All traders who bring persons under the age of 18 onto the market must comply with The Children Protection at Work Regulations 1998.

iii. The Council must be informed if persons under the age of 18 are to be present at a market stall (paid or unpaid).

iv. Any breaches of employment legislation shall result in instant dismissal and prompt a review of a trader's grant of a pitch.

## 16. Severe Weather Protocol

i. We are committed to keeping our markets running wherever possible. However, there are occasions where it is necessary to cancel a market, if there is a significant risk to the health and safety of traders, market officers or the public.

ii. The most common reason for the cancellation of a market is because of adverse weather conditions, wind and/or ice and snow. However, there are other reasons why a market may need to be cancelled. The decision to cancel a market is normally made by the Council in advance of the market, however, the Council's representative at a market can take responsibility for deciding if a market should be cancelled for safety reasons. The details of the process a market officer will go through if they have concerns are included below.

iii. A market may be called off due to adverse weather conditions if it is deemed that the prevailing weather at the time is likely to cause danger to staff, the public or traders if the market were to go ahead. These conditions could be, but not limited to.

- Winds more than 35+ mph where measures cannot be put in place to protect traders, or for most of the market opening hours (09:00 to 15:00).
- Untreated ice/snow
- Persistent torrential rain that may cause the Market area to flood.
- Red weather warning

iv. Weather conditions such as normal rainfall are an occupational hazard for outdoor market traders and would not be a reason to cancel a market.

v . The Council will monitor weather reports supplied by the Met Office of potential adverse weather conditions and will decide on the best course of action.

vi. The Council will notify, via email, traders of a market cancellation or partial closure at the earliest opportunity.

vii. Traders should also monitor the weather conditions in relation to their offering and notify the market officer should they decide not to attend a market due to the weather, before 2pm the day before the market.

## 17. Cancellation of the Market

i. If a Council representative at a market has concerns about the impact of weather conditions on safety, they should immediately discuss these with the Town Clerk, or in their absence, the Assistant Town Clerk. If the Town Clerk and Assistant Town Clerk are unavailable, they should take responsibility for making the decision on whether to cancel the market, notifying both the Town Clerk and Assistant Town Clerk of their decision and decision-making process via email.

ii. It is unusual for a market to be cancelled for reasons other than adverse weather. If the Council's representative has any concerns about the need to cancel a market for reasons other than adverse weather, they should first speak to the Town Clerk or the Assistant Town Clerk, as soon as possible so that the decision to cancel the market can be made and relevant persons notified. If a Council Officer is unable to contact the Town Clerk or Assistant Town Clerk, but feels that by the market remaining open there is an immediate significant risk to the safety of traders, staff, or the public, they should cancel/close the market – notifying both the Town Clerk and Assistant Town Clerk of their decision and decision-making process via email.

iii. If the Council cancels a market the following pitch fees will be charged:

- Cancellation before 10:00 – No pitch fee shall be charged
- Cancellation after 10:00 – 50% pitch fee shall be charged

## 18. Notice to Terminate or Suspend a Trader

i. Notice in writing must be given of a trader's intention to leave the market, such notice to expire at close of the next appropriate Market Day after receipt of such notice.

ii. Non-compliance with the general terms and conditions of trading, not withstanding the grounds for an instant dismissal, will result in:

- First instance a verbal warning.
- Second instance: a written warning being issued to the trader
- A third instance will result in the permission to trade at the market be revoked

## 19. Application to Trade

i . Applications for pitches at the markets must be made in advance and include all relevant documentation.

ii. An application is not a guarantee of a placement.

iii. Applications will be reviewed in the context of availability and the balance of trade at the market

## 20. Complaints / Grievance Procedure

i. Traders are requested to comply with all reasonable requests made by the Council's representative; should an applicant or trader feel they have been mistreated or that the request or decision of the Council's representative was not reasonable, they should put their grievance in either a letter or email to the Town Clerk, all such correspondence will be treated in strictest confidence. Email: townclerk@glastonbury.gov.uk

ii. If after the decision by the Town Clerk the applicant or trader is still aggrieved, the matter will be referred to the relevant committee of the Council for a decision; this decision shall be final.