

TERMS AND CONDITIONS FOR TRADERS AT PENKRIDGE MARKET

1 REQUIREMENTS TO TRADE

In order to trade on Penkridge Market all traders must complete the Trader Registration form and provide evidence of valid public liability insurance and any other necessary documents appropriate to their trade. New traders are classed as Casual Traders, Permanent Status may be granted at the discretion of the Management.

2 CASUAL TRADERS

A Casual trader must abide by the conditions of this document. Available pitches will be allocated according to priority in the queue, acceptability of stock and availability of suitable sized pitches. Casual Traders must contact the market office to book a pitch and make payment prior to attending the market.

3 PERMANENT STATUS

Traders wishing to be granted Permanent status must apply to the market management. Permanent status will be subject to management discretion, a suitable pitch being available and the payment of a deposit equal to 2 weeks' pitch fees. Permanent status entitles traders access to our discount scheme. Permanent status will be withdrawn from traders who regularly fail to adhere to the terms and conditions laid out in this document, or who miss more than 2 consecutive markets without notifying Penkridge Markets.

4 ABSENCE

Permanent traders must pay their pitch fee regardless of whether or not they attend the market. Discount earned as part of the discount scheme may be used to offset the cost of missed markets in full if sufficient discount remains in the traders account. Any arrears must be paid promptly (at least 50% of the daily pitch fee or the total outstanding amount, whichever is lower, must be paid on each day a trader attends the market until the debt is settled).

Permanent traders should notify Penkridge Markets of any absence before 7am on the market day to be missed.

5 TIMES

Market Day means only a Wednesday and a Saturday in each week of the year. No Trader may come onto the site before 6.00am each Market Day. Permanent Traders must be on their pitch by 7.00am or the pitch will be regarded as available for re-letting to a Casual Trader. The Market opens at 8.00am each Market Day and all vans should be removed from aisles by this time. The Market closes at 3.00pm. No vans should be moved onto the Market between these times without the Supervisor's consent.

6 CHANGE OF ALLOCATED SPACE

The Management may from time to time change the allocated space from which the Trader is entitled to trade under these provisions to another space of comparable size, provided by the Management.

7 DISPUTES

If a dispute arises between Traders, then certainly in respect of any merchandise sold by a Trader from the Trader's allocated space, the Management shall have power in its absolute discretion to decide what merchandise should, or should not, be offered for sale from the allocated space and give directions accordingly. Traders will immediately observe, comply with and abide by any directions given by the Management thereafter.

8 CONDUCT

Traders must refrain from abuse or unseemly language, or conduct, and extend normal courtesy to customers, other stall holders, the Management, the Manager or their representatives.

In the interest of good neighbourhood relations, Traders are required to keep noise levels to a minimum at all times. This particularly applies to the use of radios, generators and clumsy stall erection before 8.00am, and Traders will not shout, make undue noise or play music of a nature which might cause a nuisance or inconvenience to other Traders or visitors to the Market.

Where a Trader's conduct is such that the reputation of the Market, or fellow Traders is compromised, or if he/she is persistently in breach of conditions, the following sanctions may be applied: Two weeks suspension will be applied to Traders who disregard the conditions herein, provided that the Management is satisfied that the Trader is aware of the breach. Any Trader who is suspended will be required to pay fees in full for the markets they miss as a result of the suspension. Where a Trader is in persistent breach of conditions and consistently ignores the warning of the Manager, the Management reserve the right to ask the Trader to leave.

9 CLOSURES

a) CLOSED MARKET

The Manager may be obliged for reasons of safety to close the Market. If the condition of the site is deemed too dangerous to allow the public to have access then the gates will be locked and no trader will be permitted to stand. In these circumstances no pitch fees will be payable.

Scheduled Closures

Traders will be notified in advance of any scheduled closures, e.g. Christmas Closing. The gates will be locked and no trader will be permitted to stand on days where there is a scheduled closure, and no pitch fees will be payable.

b) CANCELLED MARKET

In circumstances where it is dangerous to set up outdoor pitches due to high winds etc, but it is safe to allow the general public on the site the Manager may be obliged to cancel the Market. Where a Cancellation is effected at the beginning of the day, before Trading commences, the Market will be regarded as being cancelled. In this event, no trader is obliged to stand, and no charge will be levied for absent traders. If a trader wishes to remain on site they may do so at the management's discretion. In this case a nominal pitch fee will be payable.

NOTIFICATION ABOUT CLOSURES

If the decision is taken in advance of the Market Day we will contact you via email to notify you of the CLOSURE. Due to the unpredictability of the weather it is often difficult to make a decision prior to the day.

10 MANAGEMENT RULES

Traders will comply with all conditions, rules and regulations for the time being prescribed by the Management for the management, control and repair of the allocated space.

11 SALE OF GOODS

The Management will not allow Traders to sell or dispose of counterfeit goods from their allocated space. Failure to adhere to this condition will result in the immediate termination of the Trader's entitlement to the allocated space and the Trader will not be allowed to trade from Penkridge Market ever again.

12 HEALTH AND SAFETY PROVISIONS

- a) Health Regulations: All Traders, but Food Traders in particular, are responsible for ensuring that they comply with all aspects of Health and Hygiene on their stalls and provide appropriate documentation on request.
- b) Health and Safety
All Traders are responsible for ensuring that all aspects of their stalls comply with Health and Safety legislation.

13 ACCESS

In order that the Public, Emergency Vehicles and Trader's Vehicles can move freely through aisles, stock should not encroach into the aisles and stall extensions should not be longer than two feet. Traders are not to suspend any merchandise from any part of a roof which projects beyond the limits of the pitch or allocated trading area.

14 COMPLIANCE WITH FIRE REGULATIONS

Traders must observe and comply with all fire regulations and directions in relation to Fire Regulations that may be specified by the Manager or the Management, or the Local Fire Authority, or required by Statute.

15 INSURANCE

It is a condition of the Market that all Traders must adequately insure their goods on their pitch or trading area and take out their own Public Liability Insurance cover in respect of their use and occupation of their Trading pitch and trading area. Traders must, in both cases, produce evidence of such insurance to the Manager, on request. The Management will not accept any liability for any claims made against any Trader, and Traders accept by taking up their pitch that they indemnify the Management and the Manager against any claims, or demands, costs and expenses arising as a result of the use of the Trading pitch and any claims that may be made at any time against the Management, or the Manager, in relation to the allocated Trading pitch.

16 COMPLIANCE WITH LOCAL AUTHORITY BY-LAWS

All Traders must comply with all regulations and by-laws of the local authority and other official bodies relating to their trading pitch and trading area and its fitting out.

17 DAMAGED GOODS

No responsibility whatsoever shall, in any circumstances, fall upon the Management for safety of, or for loss or damage, however caused, to the goods in the allocated space, or to such fixtures and fittings of the Trader, notwithstanding such loss or damage may be due to or arise from any defect in the allocated space, or the neglect or default of the Management.

Traders will be solely responsible for all insurance, both for their safety and for all such loss or damage, however caused, including direct or consequential loss or damage, howsoever arising.

18 TRADER'S VEHICLES

The Management accept no liability for the safety of Trader's vehicles, or their content, whilst on the Market, or the Market Car Park. Traders may only park their vehicles in the areas reserved for Traders vehicles. They may not park in the areas reserved for the general public or in the 'No Parking' zones.

19 REMOVAL OF PROPERTY

On termination of an arrangement with Traders, if after the determination of arrangements with Traders any property of the trader remains in the allocated space, the Management may remove such property to a safe place. If the Trader does not collect all property within 14 days thereafter, such property will be forfeited to the Management, who may sell it, and be entitled to retain the proceeds of sale or dispose of it with the cost of disposal to be paid by the trader.

20 LITTER

Traders are responsible for clearing their allocated trading area of all litter.

21 TRADERS WASTE

All waste must be removed from the market site. Penkridge Markets will not dispose of any waste on behalf of traders.

22 TRADE EFFLUENT

Traders will take all steps to ensure that they do not dispose of any solids, liquids or other materials or items into the Market drains which obstruct or contaminate those drains and traders will be fully responsible for the cost of making good any damage arising.