

Terms and Conditions for Traders – Andover Markets

Application Process

1. Traders who apply for a pitch are not guaranteed a place. The success of your application will be based on best fit for the event and consideration of how your stand will complement other traders.
2. The Council reserves the right to refuse and review applications at any time.

Selection Criteria

1. We will consider the following criteria when selecting traders for our events:
 - Locality - We will give preference to traders from Andover, Hampshire & the surrounding area.
 - Quality - We look for traders of well made products using quality materials or ingredients and with a strong brand presentation.
 - Sustainability - We will give preference to traders who demonstrate planet positive choices, for example in their choice of packaging and materials.
 - Inclusivity - We will choose traders that we consider will appeal to the event audience, offering a range of products and prices.

Bookings and Fees

2. Pitches of each size and type, including those with access to electricity supply are subject to availability.
3. If your application is successful you will receive a confirmation email from the Council with a secure link to book and pay the stall pitch fee via [Pitchbooking.com](https://pitchbooking.com)
4. All pitch bookings must be made through this secure link.
5. Electricity is not included, unless by agreement in advance by the organisers. Electricity supply may be subject to additional charges.
6. Pitch fees for outdoor markets are exempt from VAT. Indoor market pitch fees in the Chantry Centre are inclusive of VAT.
7. Your trade space is not confirmed until the full pitch fee has been paid.
8. If a trader has not paid 14 days prior to the event opening, the Council holds the right to replace said trader and refuse a trading place. You will be notified if this is the case.

Cancellation

1. If a trader cancels their booking in writing giving at least 14 days notice, their full pitch fee will be refunded. We aim to do this within 28 days of notice of cancellation.
2. If a trader cancels their booking but does not meet the above cancellation policy criteria, their pitch fee will only be refunded if the Council can find an appropriate replacement – this decision will lie strictly with the Council. If a suitable replacement cannot be found, their pitch fee will be deemed non-refundable.
3. If an event is cancelled or postponed by the Council, all traders will be offered a full refund. In this case, the Council will aim to give at least 7 days' notice unless, in unforeseen circumstances such as inclement weather or other reasons beyond our control by which we will inform traders as soon as possible.

Arrival, set up and take down

1. Vehicles are allowed on the market site within a specific window of time, which will be communicated to traders in advance. Vehicles should not enter or exit the market during trading hours to maintain a safe environment for customers.
2. Stalls should be fully set up and ready for trade half an hour before the market's scheduled opening time. Traders are expected to display their goods and produce until the market closes and are not permitted to dismantle their stalls prior to the market's scheduled closing time.
3. Traders will not be permitted to trade beyond the advertised event opening hours and must vacate the market within one hour after the market's closure.
4. Traders are expected to maintain a tidy and hygienic environment at all times.

Equipment and Layout

1. Gazebos and display equipment including tables and chairs are not provided, unless by prior arrangement
2. If an electricity supply is required this must be booked in advance.
3. Unreasonably noisy or polluting equipment is not permitted. Only silent generators are allowed and must be agreed in advance by the Council.
4. All trader's equipment must be in good repair and operated in a safe manner.
5. The exact location and dimensions of each stall will be determined by the Council. This decision is final.

6. The Council reserves the right to alter any stall location, change the layout or vary the trading times on any occasion without notice. No party will have exclusive occupation of any site.
7. Traders should remain within their allocated trading space, not encroach on walkways or other stalls, and keep emergency access clear.
8. Traders should inform the Council well in advance of the event of any particular requirements for your stall, physical needs or extenuating circumstances. This will help us to plan accordingly and accommodate such needs where possible.
9. Any portable electrical equipment must have a current PAT test certificate. Electricity is not provided for charging phones/tablets/card readers. Please bring these fully charged to the event or use your own portable chargers.

Health & Safety

1. All Traders are obligated to adhere to safe working practices. These include understanding their individual and employer responsibilities in relation to health and safety at work, adhering to safety measures, carrying out equipment checks and keeping working practices up-to-date.
2. Traders must report to the Council or their representative any incident or accident to any person or property that involves loss, or any conflict issues.
3. Traders are responsible for supplying first aid to their staff. A first aid box is required at each stall for use by staff. Those selling food products must include waterproof blue plasters in their first aid kit.
4. Equipment and wiring should be properly insulated and earthed. All sockets, plugs, and wiring should be suitable for outdoor use and protected from the elements. Cable covers must be used over any trailing wires to prevent trip hazards. If we find faulty or untested electrical items within your stall, you will be asked to disengage the equipment or may have to cease trading with no refund of your fee.
5. Traders using electricity or gas at markets must have a dry powder fire extinguisher as required by the Regulatory Reform (Fire Safety) Order 2005. Ensure your extinguishers have not reached their expiry date. Food traders are required to have a fire blanket.
6. If the Council agrees to the use of a silent generator, adequate care must be taken, including the prohibition of refuelling while the machine is hot.

Prohibited Trading, insurance, licences and permissions

1. It is the responsibility of the stall holder to ensure their products confirm to any safety and compliance standards.

2. Stalls representing political parties or political views are not permitted. Any trader breaching this prohibition will be required to leave forthwith.
3. Traders whose businesses require a licence or registration may only trade while such licence/registration is in force.
4. It is at the discretion of the Council to request traders not to display or sell products that they deem inappropriate, unsafe or hazardous.
5. All traders must carry a minimum level of £5,000,000 combined Public and Product Liability insurance. Evidence of this insurance must be provided on application. Any applicants failing to provide this information will not be permitted to trade at the markets.
6. Traders selling food products must be able to produce a health and hygiene certificate or equivalent certification on demand to the Council and must be registered with their local Environmental Health Department, with a food hygiene inspection rating of 4* or above.
7. Traders may be required to provide a risk assessment or method statement on request.
8. Traders must ensure that all their equipment is Portable Appliance Tested (PAT), and gas users must carry an up-to-date Gas Safety Certificate. Compliance with all relevant statutes, including those related to food hygiene and health & safety, is a must.
9. A Temporary Event Notice will be arranged by the Council to cover sales of alcohol by traders for on/off site consumption. Traders may request a copy of this licence. If a trader requires a Temporary Events Notice, they should inform the Council Representative a minimum of 3 weeks prior to the event, however this does not guarantee that a Temporary Events Notice will be provided.

Waste Removal

1. All waste generated must be removed by traders from the market site and disposed of appropriately.
2. All traders are responsible for leaving their site and surrounding area clean and tidy.
3. A waste transfer note may be requested. Any dirty water or ice should be appropriately disposed of. Traders selling hot food must provide at least one front-of-house bin.

Traders Code of Conduct

1. Traders and their staff must treat customers, other traders and Council staff with respect, courtesy and professionalism, both face to face and on any social media platforms.
2. Traders must not act in a manner that is abusive, aggressive or intimidating making anyone feel uncomfortable to be within the market space
3. The Council promotes an ethos of inclusivity and will not tolerate discrimination, and/or criminal behaviour on the ground of race, religion, sexual orientation, gender status, disability or any other form of personal characteristic. Disciplinary and/or legal action may be taken against anyone suspected of doing so.
4. Traders must respond co-operatively to any direction given by Council staff or their representative in relation to the operation and occupation of their pitch, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
5. Traders and their staff must be dressed appropriately whilst trading on the market.
6. Traders cannot sublet their pitch to anyone else.
7. Traders must not use sound production equipment that includes the use of amplified sound. The playing of music or radios, the use of loudspeakers, loudhailers or anything similar that may disturb local residents is not permitted.
8. Any trader who is found to have breached these terms and conditions will normally receive an informal warning from the Council or their representative on the first occasion.
9. If the behaviour continues or if the breach is serious, the Council may terminate all future bookings by the trader and not permit any return for such period of time as they consider appropriate.