



## **STREET FOOD MARKET - CONDITIONS OF TRADING**

### **1 MARKET DAYS AND HOURS**

- 1.1 The market currently operates every Tuesday and Friday (except Bank Holidays).
- 1.2 Trading hours are 11:00am – 2:30pm.
- 1.3 Traders can set up from 8:30am
- 1.5 To avoid disruption to the trading period, stallholders must have completed set up by 11:00am and not commenced any disruptive pack down before 2:30pm
- 1.7 Traders must start commencing the pack down process at 2:30pm and leave the premises by 4:00pm.
- 1.8 The seasonal Christmas trading period may be subject to change, this is to meet varied market visitor demands (traditionally throughout December).

### **2 PROVISION OF SERVICES**

2.1 In exchange for payment of associated licence fees, the Markets Team commits to providing the following services on each market day;

- An identified area from which to trade.
- A reasonable shelter from the elements.
- A 16amp electrical power supply.
- Table(s) on which to display goods.
- A parking space in which to accommodate one vehicle (subject to availability).
- A clean and tidy market area.
- The on-site presence of Markets Team staff during market hours.
- Access to and use of several communal wheeled trolleys in which to convey goods.
- Use of an on-site storage facility (where available and at additional cost)

Note: The above itemisation of services do not directly relate to total fees charged.

### **3 VEHICLE ACCESS / EGRESS (CORN STREET ONLY)**

- 3.1 No vehicles will be permitted onto the market site before 8:30am.
- 3.2 Vehicles must be off the site by 11:00am.
- 3.3 Vehicles are not allowed on-site between 11.00am and 2:30pm or whenever the market is in operation unless authorised to do so.
- 3.4 Traders' vehicles are allowed back on-site at 2:30pm.
- 3.5 All vehicles are to be off site by 4:00pm.
- 3.6 All traders' vehicles must use hazard warning lights and travel at 5mph while in the market area. Additionally, traders must always drive in a forwards direction (no reversing allowed) giving absolute priority to pedestrians at all times.
- 3.7 Vehicles, goods and receptacles for goods other than those used as part of the stall are only permitted in the market place for the purpose of loading and unloading and must not be situated in the market or the approaches to the market for any longer than is reasonably necessary to complete this task.

## **4 TRADER VEHICLE PARKING**

4.1 Trader parking is currently available in the trader parking area directly opposite Wine Street. Vehicles' must be moved from the street / market area and parked by 11am and leave by 4pm.

4.2 All traders must have their contact details (telephone number and trading name) displayed on their dashboard.

4.3 All traders must be mindful of where they park, to ensure that they do not obstruct others.

4.4 Please note – If traders' park outside the allocated car parking area you are likely to receive a parking fine, which we will not assist in if the trader decides to challenge this.

## **5 PERMITTED GOODS**

5.1 Only goods stipulated on your application form and agreed with the Market Team shall be sold.

5.2 The Market Team has the right to refuse certain goods being sold at our discretion.

5.3 Requests by traders to change the permitted goods sold will be considered if put in writing.

The Markets Office shall use its discretion when assessing and agreeing applications to deliver the market and its content.

## **6. PACKAGING AND WASTE**

6.1 Only recyclable or biodegradable packaging is to be used.

6.2 All Market Office equipment (tables) is to be cleaned down and returned to the condition supplied.

6.3 Trader to ensure their allocated space is tidy and free from mess at all times.

6.4 All commercial waste shall to deposited in the bin storage provided (located in Exchange Avenue) at the end of the trading day. Markets Operatives will provide access information.

6.5 Traders must ensure that food waste / oils and grease generated by operations are do not stain the street paving.

## **7 ELECTRICAL SUPPLY**

7.1 Traders using the on-site electrical supply must use 16-amp cables and C-form sockets, which are suitable for use in all weather conditions.

7.2 Traders' electrical cables and equipment will be checked and monitored. If a trader is found to be using any item which is unsafe or unsuitable for outdoor use, their supply will be disconnected until a safe alternative is identified and agreed with the market team.

7.3 All electrical equipment used by traders is used at their own risk.

7.4 Traders are advised that any electrical items used at the market should be inspected before use and should have been PAT tested. No liability will be accepted by the council.

## **8 DISPLAY**

8.1 All traders must display their business name on their stall in a visible position for public view. It will be a minimum size of A4 and will be provided by the Market Team.

8.2 No trader will display any placard or notice without the consent of the Market Office and must not display any literature which may cause offence.

8.3 Traders must not exceed their allocated space, as defined by the umbrella, especially the stall frontage line. Any products or displays that exceed the allocated space will have to be moved on request.

8.4 All tables must be covered using a suitable cloth, covering or skirting that meets the floor and provides a positive image for the market.

## **9 FIRE PREVENTION**

9.1 No refuse or combustible material must be allowed to build up in or around any stall and should certainly not be placed near to electrical fittings.

9.2 No hazardous substances, chemicals or other flammable substances should be stored in your stall.

9.3 Heat producing electrical appliances such as fan heaters, bar heaters and halogen heaters are not permitted.

All individual traders' LPG equipment must have a current gas safety certificate.

## **10 PUBLIC LIABILITY INSURANCE AND FOOD SAFETY**

10.1 All traders must hold current third party Public Liability Insurance (PLI) cover of £5 million. Evidence of this must be provided to the markets team on request.

10.2 All traders must be registered with their local authority Food Safety Team.

## **11 CONDUCT OF TRADERS**

11.1 Any licence whether verbal or written, giving permission to use a stall or trading space at the market, is personal to the individual and is not to be assigned, transferred or sublet in part or in whole and any trader found to do so will be deemed to have terminated their license agreement.

11.2 All market traders and their staff must conduct themselves in a manner that will not cause annoyance or inconvenience to other users of the market. They should act in a responsible manner and not cause any act of neglect, wilful damage or disturbance to the market.

11.3 All market traders and/or their staff attending the market are expected to observe all relevant rules, regulations, bylaws and legislation and comply with any reasonable request from any member of the Market Team.

11.4 In any dispute between a trader and consumer the trader should endeavour to remain courteous and polite. Where the matter cannot be resolved amicably, the Market Team is prepared to arbitrate if requested.

## **12 MARKETING & PROMOTION**

12.1 Traders are encouraged to promote their individual business. On request, help and advice is available to traders by the Markets Team where they may lack particular skills or knowledge.

12.2 Traders should not only promote their goods and services, but also themselves with their personal knowledge and experience.

12.3 The Markets Team commits to carrying out a practicably achievable level of promotion for the market as a whole, rather than specifically for each trader. Allocated marketing budgets are reviewed corporately on an annual basis and are therefore subject to change.

## **13 CANCELLATIONS**

13.1 All pitch fees are officially non-refundable, except under extreme circumstances or unless we are forced to cancel a market for any particular reason.

13.2 In the event of extreme weather conditions, a The Markets Office will monitor and appraise in accordance with the relevant policy, declaring a non-market day or part thereof should it be deemed necessary on safety grounds.

## 14 CHARGES AND PAYMENT

14.1 Parking, tables and a connection to the electric supply are available at no further charge.

14.2 Stall fee payments are collected via an associated City Council quarterly invoice (for regular traders), with payments due at the end of each quarter as follows:

Quarter	Dates	Full Payment Due By
First Quarter	1 <sup>st</sup> April – 30 <sup>th</sup> June	23rd June
Second Quarter	1 <sup>st</sup> July – 30 <sup>th</sup> September	23rd September
Third Quarter	1 <sup>st</sup> October – 31 <sup>st</sup> December	24th December
Fourth Quarter	1 <sup>st</sup> January – 31 <sup>st</sup> March	24 <sup>th</sup> March

14.3 Casual trading attendances will be invoiced on a routinely frequent but unscheduled basis. These invoices must be paid in full within 1 month from the date of the invoice.

14.4 Failure to pay stall fees whether a regular or casual trader will result in a termination of your trading agreement, unless there are exceptional circumstances which have been approved by Market Management.

14.5 The recovery of outstanding stall fees will be handled by the City Council's Debt Recovery Team, and any related communication must be made directly with the team as identified.

14.6 Licence fee charges may be altered upon giving the Licensee at least one calendar month's written notice of intent.

14.7 The trader must immediately inform a Markets Officer in writing of any change of their name or address or business name.

## 15 SICKNESS ABSENCE

15.1 There is no requirement for a sickness certificate to be produced but traders must inform the Markets Team as early as possible in the morning, if their stall is to be unused.

15.2 Long term sickness or pregnancy a Markets Team representative must be informed, as a medical certificate may be required and appropriate arrangements regarding the operation and licence fee can be considered and agreed.

## 16 FOOD SAFETY & HYGIENE

16.1 All traders must be registered with their local authority Food Safety Team

16.2 All traders must have appropriate facilities to maintain adequate personal hygiene, including facilities to wash and dry hands hygienically, and must have adequate facilities for the cleaning and, where necessary, disinfecting of working utensils and equipment.

16.3 Hand washing facilities must be provided for personal use only, complete with an adequate supply of hot and cold water (or hot water at a suitably controlled temperature). Soap or detergent and hygienic means of drying hands must also be provided.

16.4 If the source of hot water supply is an urn, the operator must satisfy us that it is a safe and quick method for transferring the boiling water to the wash hand sink and a means of mixing it with cold water in a basin.

16.5 If washing or cleaning food is part of the business, then adequate facilities must be provided to do this hygienically. The water must be potable (of drinking quality).

16.6 Traders are not allowed to operate unless they can demonstrate wash hand facilities are readily and safely available.

## ENFORCEMENT OF MARKET CONDITIONS

The procedures below will normally be followed. However, depending on the severity and nature of the offence, it may be necessary to miss stages. The trader will be informed in writing before each stage why they are being interviewed (if required) and they may be accompanied by a Trade Association representative or a colleague at all stages of the procedure. The trader has the right of appeal against some actions taken, grounds of appeal will be based on either the facts of the case and/or the level of disciplinary action taken. All appeals must be made in writing, within ten trading days of the management's sanction, to the Facilities Management Service Manager.

### **Minor breach of conditions**

Following a minor breach of the conditions, a Markets Team representative may conduct an informal investigation in whatever form deemed appropriate by the Officer to determine whether there has been a transgression. This may involve interviews with relevant persons (including the trader), consideration of documents etc. Markets Officers may issue an oral or written informal warning to the trader responsible (which is not recorded) or refer the matter to the next stage. There will be no right of appeal against this.

### **Standard breach of conditions**

Following a standard breach of the conditions, a Markets Team representative may conduct an investigation in whatever form deemed appropriate by the Officer to determine whether there has been a transgression. This may involve interviews with relevant persons (including the trader), consideration of documents etc. Markets Officers may issue an oral or written formal warning to the trader responsible (recorded) or refer the matter to the next stage. There will be no right of appeal against this.

### **Stage 1 - First Warning**

Non-compliance with the trading conditions and or regulations may if necessary result in an interview of the trader by a Markets Team representative. If a satisfactory explanation is not forthcoming then a Markets Team representative will give a Stage 1 warning which will be confirmed in writing within ten trading days of the interview and or non-compliance.

### **Stage 2 – Final Warning**

If a subsequent offence, not necessarily related to the previous one is committed within twelve months a further interview may if necessary be held. This interview will be conducted by the Markets Service Manager with a Markets Officer. If a satisfactory explanation is not forthcoming then a Stage 2 warning will be given which will also state that a further offence may result in notice to quit or suspend, and confirmed in writing within ten trading days of the interview and or non-compliance.

### **Stage 3 - Notice to quit or suspend**

If a further offence, not necessarily related to the previous one is committed within twelve months, an interview may be conducted if necessary by the Markets Service Manager (or representative) and a Markets Officer. If a satisfactory explanation is not forthcoming then a notice to quit or be suspended from the market will be given and confirmed in writing within ten trading days of the interview and or non-compliance.

### **Note**

In a case of gross misconduct the trader may be summarily dismissed on the appropriate notice.

**Exceptions**

In cases involving serious breaches that may have safety implications for staff, customers, other traders, or cases that in the view of a manager of directorate level would seriously threaten the proper functioning/management or reputation of the market, the Markets Service Manager (or representative) will have the option of suspending or terminating the trader’s market attendance with immediate effect and to disallow trading during any possible appeal period. However, if this action is to be applied the Markets Service Manager (or representative) must clearly communicate this verbally and/or in writing to the Licensee and the reasons for the decision.

**Appeals process**

An appeal must be made in writing no later than 10 days following the issuing of any Markets Management notice to quit or suspend sanctions being applied. Appeals will be considered by the City Council’s Facilities Management Manager (Appeal Officer) whose ultimate decision will be final.

**I have read the 'Conditions of Trading' and agree to comply with them fully for the duration of the Street Food Market.**

**Trading name** .....

**Trader's Name (please print)** .....

**Signature** .....

**Date** .....