

St Nicholas Markets

World Food & Farmers Market

Terms of Trading

- **MARKET DAYS AND HOURS**

The Farmers' Market currently operates from **10am** until **5pm** each **Wednesday**. Trading hours may vary at any time or on any day or days the Markets Team decides at its sole discretion. Stalls should not close or pack-up during official trading hours, except in exceptional circumstances and or as agreed with Market Management. Stalls not occupied by 09:30am may be let to other traders or used for other purposes as appropriately required.

- **VEHICLE ACCESS/EGRESS**

No vehicles will be permitted onto the market site before **8:00am**. Vehicles must be off the site by **9:45am**. Vehicles are not allowed on-site between 09:45am and 5pm or whenever the market is in operation unless authorised to do so. Traders' vehicles are allowed back on-site from **5pm**. All vehicles are to be off site by **6pm**.

All traders' vehicles must use hazard warning lights and travel at no more than 5mph while manoeuvring in the market area. Traders must always drive in a forwards direction (no reversing allowed) giving absolute priority to pedestrians at all times.

Vehicles, goods and receptacles for goods other than those used as part of the stall are only permitted in the marketplace 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.

- **TRADER VEHICLE PARKING**

We have an arrangement with nearby shopping centre 'The Galleries' where traders can park vehicles for a reduced daily fee (galleriesbristol.co.uk/parking/). Market Operatives will issue you with a parking ticket on market day, along with instructions on how to use it.

Note! – The Galleries multi-storey car park has an access height restriction of **1.9mtrs** (6'3").

- **ELECTRICAL SUPPLY**

Traders using the on-site electrical supply must use **16-amp C-form** cables and sockets, which are suitable for use in all weather conditions. Traders' electrical cables and equipment may 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 Markets team.

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

- **DISPLAY & STALLS**

All traders must display their business name and market contact information on their stall in a visible position for public view. It will be a minimum size of A4 and a sign template can be provided by the Markets Team.

Traders must not exceed the agreed allocated space, as defined by the umbrella canopy, specifically the stall frontage line. Any products or displays that exceed the allocated space will have to be moved on request. Modest and reasonable side-spread stall build-out is generally acceptable where physically possible and is at the discretion of the Markets Team. Products and displayed items must in no way be deemed to present a safety risk or adversely affect neighbouring traders.

The allocation of stalls is carried out by the Markets Team who reserve the right to move stalls for the benefit of the market or any other reason.

The use of traders' own mobile trading units or other alternative stall equipment or shelter is not permitted, unless specific permission is sought and granted by the Markets Team.

- **FOOD**

All traders must be registered with a Local Authority Food Safety Team and comply with any legislation laid down by them. All food safety queries should be directed to Bristol City Council's Food Safety Team on **0117 9222500** or food.safety@bristol.gov.uk

Traders selling foodstuffs must take every precaution to avoid food contamination (including proper treatment for repression of vermin and prohibition of smoking on the stall). The Licensee(s) and their staff shall comply with:-

- Food Safety Act 1990;
- Food Premises Registration Regulation Act 1991;
- Food and Environmental Protection Act 1985;
- Food hygiene (Market Stalls and Delivery Vehicles 1966) as amended by the Food Hygiene Amendment Regulation Acts 1990 and 1991, and any other relevant Acts of Parliament and regulations relating to food.
- All persons handling food should possess and publicly display (on the stall) a 'basic food hygiene' certificate.

- **INSPECTIONS & CERTIFICATION**

Representatives from other council departments such as Environmental Health or Trading Standards may make unannounced visits to the market, at which point you must co-operate fully with their requests.

Traders utilising portable electrical appliances must supply a copy PAT certificate (Portable Appliance Tested) unless under 12 months old (proof required upon request). No liability will be accepted by the council.

All persons handling food should possess and publicly display (on the stall) a 'basic food hygiene' certificate, and produce the certificate to a Markets Officer upon request.

- **FIRE PREVENTION**

No refuse or combustible material must be allowed to build up in, or around, any stall and should not be placed near to electrical fittings. No hazardous substances, chemicals or other flammable substances should be stored in your stall.

Heat producing electrical appliances such as fan heaters, bar heaters and halogen heaters are not permitted. Naked flames are not permitted on the market site. Items such as candles should not be lit while on display.

- **PUBLIC LIABILITY INSURANCE**

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

All goods placed on the stall or within allocated storage areas paid for or otherwise, are the owner's responsibility and no liability will attach to the Council for any loss or damage to any of the trader's property, goods, fittings or the person or property of anyone using the stall, however caused.

- **CONDUCT OF TRADERS**

Any 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 trading agreement.

All market traders and/or their staff are required to 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.

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

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 Markets Team is prepared to arbitrate if requested. If, in the opinion of the Markets Team, the consumer has a justifiable complaint, the trader will be requested, without any liability on the part of the Markets Officer, to rectify the matter as recommend. If the Markets Office is unable to offer a clear opinion or the trader is unwilling to resolve the matter, then the consumer will be advised to take the matter to the local Consumer Advice Agency. The trader will be expected to comply with the written opinion of the Agency.

Traders should be aware that whilst they may feel a need to express their thoughts and frustrations about the market, they should be careful to avoid statements or comments that may be defamatory to fellow traders or otherwise damaging to the reputation of the Council.

Any bullying, harassment, victimisation or threats towards fellow traders or Markets Team members either face to face or via other means such as social networking sites, will be classed as gross misconduct and be dealt with accordingly.

The trader and/or their employees shall not:-

- Attract persons by hand selling, pitching or by elevating himself/herself above the level of the market; call, shout, use any noise making instrument.

- Use any radio, record player, cassette tape or compact disc or otherwise produce or reproduce music except with the permission of and at the sole discretion of a Markets Officer, with a suitable amplified music licence having been obtained by the licensee.
- Hawk any goods in the market.
- Wilfully obstruct, disturb, cause an affray, interrupt or annoy any person in the proper use of
- the market.

- **STALL PRESENTATION**

Goods should be well displayed and presented. Stall areas should be kept clean and tidy, and packaging should be kept to a minimum. Where packaging is essential, every effort should be made to source environmentally friendly packing and wrapping.

Goods, receptacles or any other items may not be stored within, affixed or hung from market umbrellas except with the written permission of a Markets Officer. Weather side-sheets may be attached to umbrella canopies, ensuring that they are suitably retained, supported and weighted in a fashion so as not to damage any aspect of the umbrella. Any person placing goods or other items either in a dangerous position, or without consent of a Markets Officer will be requested to remove them immediately, and if this is not done a Markets Officer may remove and dispose of the items in any manner considered convenient. In such circumstances no compensation will be paid nor any responsibility accepted for such items.

The trader will not attach or exhibit either on the stall(s) or elsewhere in the Market, nor will the trader permit others to attach or exhibit on any part of the stall(s) any writing, sign, placard, poster, signboard, public notice or advertisement except as shall be approved by a Markets Officer. The trader is not required to obtain such consent in respect of notices etc., displaying the nature and price of goods or services available from the stall.

- **WASTE**

The trader is responsible for keeping their whole stall area clean and tidy throughout the day to the satisfaction of a Markets Team representative. All refuse and personal litter from the stall area must be deposited in the nearest approved container and disposed of in accordance with the regulations contained within the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Act 1991. An extra charge may be levied where the amount of refuse is considered to be above the average of that generated in the market or where there is neglect.

- **FEES & PAYMENTS**

Stall licence fee payments are to be paid in advance through an associated City Council payment system and must be paid in advance of trading as per the following schedule: Midday the day prior to market day. Failure to pay stall fees in advance will result in the non-erection of a stall and the inability to trade for the day.

- **CANCELLATIONS**

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

- **GOODS PERMITTED**

The trader is not permitted to make a material change in the class of goods for which approval is granted except with the written permission of the Markets Team, whose consent may be withheld.

Goods permitted must be displayed continuously (except seasonal goods as agreed in writing with Markets Officer). The trader must ensure that the stall is kept adequately stocked with goods attractively displayed each day.

The Markets Team have the right to request that you remove any item from your stall which you have not been given permission to sell. The goods you are permitted to sell are strictly those listed on your initial application to trade form only. If you wish to introduce new items, you must seek prior approval from the Markets Team.

- **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 working 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.

- **AGREEMENT**

In making an application to trade and subsequent licence approval to do so, you automatically confirm your understanding of the above and agreement to abide by all market terms.