STRATFIELD MORTIMER VILLAGE MARKET TRADER TERMS

1. Booking and payment

Acceptance. The Council may accept or refuse an application, allocate an indoor stall or outdoor pitch, and limit duplicate products to maintain a balanced market. A booking is personal to the named trader and may not be transferred without written approval.

Payment. The stall or pitch fee must be paid using the instructions provided by the Council. A booking is not confirmed until written acceptance has been issued and payment has been received.

Trader cancellation. If a trader cannot attend, they must notify the Council as soon as possible. Unless the Council agrees otherwise, the fee is non-refundable.

Council cancellation. The Council may cancel or alter the market where reasonably necessary, including because of unsafe weather, an emergency, venue unavailability or official instruction. In such an event, the Council will not be responsible for the trader's other costs or loss of income.

2. Arrival, trading and conduct

- The Council will appoint a Market Supervisor or Supervisors for each Market.
- The Fairground Hall will be available for set-up from 09:00, and traders must:
  - complete unloading, park their vehicles as directed by a Market Supervisor and be ready to trade by 10:15;
  - follow reasonable instructions from a Market Supervisor, including instructions about access, unloading, parking, stall position, safety and emergencies;
  - trade until 14:00 unless a Market Supervisor agrees an earlier departure;
  - sell only the goods or services approved in the booking;
  - display goods safely and clearly, show prices where required and treat customers, other traders, volunteers and Council representatives respectfully;
  - keep the stall and surrounding area tidy, prevent waste from escaping and remove all stock, equipment and rubbish at the end of the market;
  - not obstruct fire exits, emergency routes, entrances, pedestrian routes or neighbouring stalls.

3. Stall safety and equipment

Trader responsibility. The trader is responsible for safely setting up, operating and removing their stall, stock and equipment, and for the actions of anyone working with them.

Outdoor pitches. Gazebos and similar structures must be no larger than 3m × 3m unless agreed otherwise, be suitable for the conditions and be securely weighted. Pegs or fixings that may damage the ground must not be used without permission. A trader must take down a structure if directed because it has become unsafe.

Electricity. Electrical equipment and cables must be suitable, maintained in a safe condition and positioned to avoid trip, fire and electrical hazards. Electricity and equipment connections require prior agreement. The Council may request reasonable evidence of inspection or testing.

Gas, generators and cooking. Gas appliances, generators, naked flames, cooking and heating equipment require prior written approval. The trader must provide any risk assessment, safety certificate and suitable fire equipment requested by the Council.

Safety checks. The Market Supervisor may inspect a stall and require a hazard to be corrected. The Council may stop an activity or require a trader to leave where there is an immediate safety concern or a serious or repeated breach of these terms.

4. Insurance and legal compliance

Public liability insurance. The trader must maintain public liability insurance of at least £1 million covering their market activities and provide evidence before trading and on request.

Staff and helpers. The trader is responsible for everyone working at their stall and must hold employers' liability insurance where legally required.

General compliance. The trader is responsible for all registrations, licences, permissions and legal requirements applying to their business, staff, products and activities, including consumer protection, product safety, pricing, labelling, weights and measures, and age-restricted sales.

Authorities. Traders must cooperate with authorised officers, including Licensing, Environmental Health, Trading Standards, the emergency services and other relevant authorities.

Governing Law and Disputes. This agreement and any dispute or claim arising out of or in connection with it is governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with it.

5. Food, drink and alcohol

Food traders. Anyone selling, preparing, handling, storing or distributing food or drink must be appropriately registered as a food business and comply with food hygiene, temperature control, labelling and allergen-information requirements. Evidence of registration or inspection must be provided on request.

Alcohol. Alcohol may be sold or supplied only with the Council's prior written approval and where the activity is covered by the required premises authorisation, Temporary Event Notice or other licence.

Refreshments. Food or drink may only be sold where it is included in the approved booking.

6. Restricted items

The following must not be brought to or sold at the market without the Council's prior written approval and all required legal permissions: alcohol; tobacco or vaping products; medicines; weapons or realistic imitation weapons; fireworks or explosives; compressed gases; hazardous chemicals; laser products; tattooing or piercing services; and any illegal, unsafe, counterfeit or offensive goods. The Council may prohibit other goods where reasonably necessary for safety, legality or the character of the market.

7. Responsibility for loss or damage

Trader property. Stalls, vehicles, stock and equipment are brought to the market at the trader's risk. Traders should arrange any additional cover they consider necessary for stock, equipment and product liability.

Council responsibility. The Council does not exclude or restrict liability where it would be unlawful to do so, including liability for death or personal injury caused by its negligence. Otherwise, the Council is not responsible for loss of profit, sales or opportunity arising from attendance, cancellation or changes to the market.

8. Personal information

The Council will use the information supplied to assess and administer market bookings, take payment, manage safety and compliance, and contact traders about the market. Information may be shared where necessary with the Council's insurers, licensing or regulatory authorities, emergency services or service providers. It will be retained in accordance with the Council's retention arrangements. The Council's privacy notice, including information about individual rights and how to raise a concern, is available at: www.stratfield-mortimer.gov.uk/website/privacy

9. Contact and changes

Questions and proposed changes to a booking should be sent to the Council using the contact details in the 'Return your application form' section above. The Council may update these terms for future markets; the version provided when a booking is made will apply to that booking.