



## **EASTLEIGH MARKET**

## **RULES AND REGULATIONS**

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EASTLEIGH  
HAMPSHIRE  
SO50 9YN

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## 1. DEFINITIONS

- 1.1. the **Council** means Eastleigh Borough Council.
- 1.2. the **Agreement** means these rules and regulations together with the Stallholder's completed and accepted application for Stallage Rights.
- 1.3. the **Approved Cover** means an inflammable cover of a good standard and of uniform size and style in green and or white or such other canvas cover as approved by the Market Manager at his absolute discretion.
- 1.4. the **Approved Gazebos** means a free standing gazebo structure securely covered with an Approved Cover and together with an Approved Table or such other structure to be specified by the Market Manager at his absolute discretion.
- 1.5. the **Approved Table** means an erected table covered with an Approved Cover to be used for the purposes of trading in the Market.
- 1.6. the **Booking Date** means the Market Date for which the online booking was provided for.
- 1.7. a **Charity** means a charity lawfully registered as such in England and Wales or such other organisation established for exclusively charitable purposes as defined in the Charities Act 2011 and operates the charity for the purposes of the public.
- 1.8. a **Casual Stallholder** means all other Stallholders who are not Permanent Stallholders.
- 1.9. **High Risk Food** means food that is ready to eat and is likely to support the growth of harmful organisms (usually bacteria) that could make consumers sick.
- 1.10. the **Market** means the Eastleigh regular Thursday and Saturday Market.
- 1.11. a **Market Day** means a day when the Market is trading.
- 1.12. the **Market Manager** means the person or persons nominated to act in this role by the Council.
- 1.13. the **Market Site** means the place where the Market takes place.
- 1.14. the **Notice to Vacate a Pitch** is a notice given in writing to the Market Manager that the Stallholder will vacate their Pitch and surrender their Stallage Rights at the end of the Notice Period.

- 1.15. the **Notice Period** is equivalent to the number of Market Days' rent that is purchasable with the Deposit held. The Notice Period begins on the day that the Notice to Vacate a Pitch is given by the Stallholder.
- 1.16. the **Ordinary Fees** are the Pitch fees and the Service Charge plus fees for any equipment hired.
- 1.17. a **PAT** means portable appliance testing.
- 1.18. a **Permanent Stallholder** means a Stallholder who has paid a deposit as specified in Clause 7.
- 1.19. a **Pitch** means a space on which a Stallholder may trade or such other spaces as the Council shall in its absolute discretion determine from time to time.
- 1.20. the **Service Charge** means such proportion of the Service Costs.
- 1.21. the **Service Costs** means all of the reasonable and properly incurred costs in operating the Market including parking, electricity and waste disposal.
- 1.22. the **Stallholder** means the person in whose name any Agreement is made, who is responsible for compliance with the terms of the Agreement and anybody operating on his behalf.
- 1.23. a **Stall** means an Approved Gazebo, or at the discretion of the Market Manager, an appropriate vehicle or trailer.
- 1.24. the **Stallage Rights** means the right to occupy a Stall on an allocated Pitch.
- 1.25. the **Trading Hours** are the hours that the Market is trading on a Market Day, more precisely defined in clause 4.
- 1.26. the **Waiting List** is a list of potential Stallholders awaiting a suitable position within the Market.
- 1.27. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.28. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## **2. STALLHOLDERS RIGHTS AND RESPONSIBILITIES**

- 2.1. The Stallholder is the person to whom Stallage Rights will be given.
- 2.2. The Stallholder is not allowed to sublet or assign his Stallage Rights.

- 2.3. The Council reserves the right in its absolute discretion to refuse Stallage Rights to any person or persons for any reason(s).
- 2.4. The Stallholder acknowledges that the Agreement and Stallage Rights are personal to him, that he will be responsible for ensuring that his agents comply with the terms of the Agreement, and that he will be liable for any breach of the terms of the Agreement committed by whosoever.
- 2.5. Stallage Rights will normally be granted by the Council on a two week rolling basis.
- 2.6. Provision for a single Market Day may exist where traders are trying out the Market or filling in gaps or absences or where capacity exists and at the Market Manager's absolute discretion.
- 2.7. For the avoidance of doubt all Stallholders are required to comply with the registration requirements of the Market before commencing trading in any Market Day.
- 2.8. The Stallholders may not permit any person other than himself and his agents to operate the Stall.
- 2.9. The Stallholder and their agent must supply at least one document as proof of their legal right to work in the U.K. submitted with their application. Failure to do so may result in a referral to the Home Office.
- 2.10. A Stallholder must supply at least two valid forms of proof of address in support with their application which clearly states their full name and address. The Stallholder must notify the Market Manager of any change of address and re-submit new proof of address.

- 2.11. The Stallholder must inform the Market Manager of any changes to their application and will be asked to confirm his records are up to date.
- 2.12. All Stallholders are required to comply with and ensure compliance by their employees and other persons acting upon their behalf with all the provisions of this Agreement, and all Acts of Parliament, statutory regulations, byelaws or rules and regulations made by a competent authority or notified by the Market Manager.

### **3. PITCHES AND STALLS**

- 3.1. Pitches will be let as a minimum 3 metres frontage with depth of 3 metres. Additional frontage may be let if available.
- 3.2. An aisle width of no less than 3.6 metres shall be created and maintained at all times to allow for the passage of emergency vehicles.
- 3.3. A gap of at least 4 metres width is to be kept open in front of 19 - 23 Leigh Road (occupied by Poundland Plc as of December 2013) at all times, to protect emergency evacuation routes from the store.
- 3.4. The Stallholder may provide his own Stall subject to the Council's approval and details should be provided on the application form.
- 3.5. The Council can assist with the provision of equipment at a hireable rate on a first come, first served basis. See enclosures for a list of equipment available and the hire fees.
- 3.6. Each Stall backing on to the Leigh Road shops shall operate with a double front although a transparent back sheet may be used in bad weather conditions.
- 3.7. The Council will supply electricity for use by the Stallholder and the Market Manager will be responsible for opening and securing the meter

cupboard and feeder pillars at the commencement and end of each Market Day. A 16amp connector is required.

- 3.8. The Market Manager may alter any Stall or Pitch location or change the layout of the Market Site on any occasion at any time for any reason.
- 3.9. The Stallholder will not have exclusive occupation of any Pitch.
- 3.10. If in any event the Council moves the Market, the Stallholder will not retain any rights to occupy any part of the existing Market Site.
- 3.11. Each Stall must display a sign identifying the Stallholder, trader ID and the stall reference number prominently at the front of their Pitch.
- 3.12. The Council reserves the right to grant Stallage Rights to traders as they see viable and will endeavour to keep similar Stall types three Stalls apart.

#### **4. MARKET DAYS AND TRADING HOURS**

- 4.1. The Market will only open and trade on Thursdays and Saturdays. Stallage Rights will only be available on Thursdays and Saturdays.
- 4.2. The Market will not open or trade on any days other than Thursdays and Saturdays. Stallage Rights will not be available to anybody on any days other than Thursdays and Saturdays.
- 4.3. At the Council's discretion, the Market may open on days other than Thursdays and Saturdays for special occasions and themed markets (e.g. Christmas Eve Market etc). In this instance, the Stallholder will be asked whether they want to trade at the Market on the special Market Day. If the Stallholder agrees to trade at the Market on the special Market Day, then these rules and regulations will apply to the

Stallholder as if the special Market Day were any other ordinary Market Day.

- 4.1. The Council reserves the right to hold specialist themed markets (e.g. vintage market) or events on any day with traders that may not usually attend the market and may vary these terms as they see fit on these occasions.
- 4.2. The Market Site will be available for the Stallholder to set up between 6am and 8:45am on Market Days, and the Stallholder must be set up and ready to trade by 8:45 am at the latest.
- 4.3. The Stallholder must claim his Pitch by 8am on each Market Day.
- 4.4. If the Stallholder does not claim his Pitch by 8.30am on any Market Day, he may be refused access to a Pitch for that Market Day and he may be subject to a written warning as outlined in clause 16. In these circumstances the Stallholder will still be liable for the Ordinary Fees for that Market Day.
- 4.5. The Stallholders' vehicles must be removed from the Market Site by 8.45am.
- 4.6. The Stallholder must be trading between the hours of 9am and 4pm exclusive. The Stallholder or his agent shall be in attendance personally at the Stall at all times between these hours.
- 4.7. The Stallholders' vehicles will be allowed back on to the Market Site no earlier than 4 pm to enable the Stallholder to pack up.
- 4.8. Dismantling of Stalls must not commence before 4 pm on any Market Day unless otherwise directed by the Market Manager.



- 4.9. The Stallholder must be clear of the Market Site by 6 pm. Should the Stallholder or his property still be on the Market Site after 6pm, he will incur a charge to cover staff time to clear and secure the Market Site.
- 4.10. The Market Manager may vary these hours on any occasion at any time for any reason.

## **5. CANCELLATION**

- 5.1. The Market Manager has the authority to cancel the Market for any reason.
- 5.2. If the Market is cancelled earlier than midday on a Market Day, the Stallholder will be liable for 50% of the Ordinary Fees for that Market Day.
- 5.3. If the Market is cancelled at midday or later than midday on a Market Day, the Stallholder will be liable for 100% of the Ordinary Fees for that Market Day.
- 5.4. In the event that the Market is cancelled on the day to which it was intended to be held, there will be no refund of any parking charges, equipment hire or Service Charge which may have been paid.

## **6. ORDINARY FEES**

- 6.1. As outlined in clause 1, the Ordinary Fees comprise the Pitch fee and Service Charge plus the fees for any equipment hired
- 6.2. The Pitch fees of the Ordinary Fees for Stallage Rights are based on the metre frontage of the trader's pitch as set out on the application and are subject to review in the Council's annual Fees and Charges Report.

- 6.3. Any change in the Ordinary Fees will be communicated in writing to the Stallholder one calendar month prior to the implementation of the change.
- 6.4. The Ordinary Fees must be made in advance and in accordance with the directions of the Market Manager.
- 6.5. No arrears of Ordinary Fees will be permitted and access to a Pitch may be refused on a Market Day if the Stallholder has not paid the Ordinary Fees. In these circumstances, the Stallholder will still be liable for the Ordinary Fees for that Market Day, in addition to the arrears, and may be subject to a written warning as outlined in clause 16.
- 6.6. Only valid receipts will be evidence of payment made.
- 6.7. No refund of any Ordinary Fees will be granted for any period where the Stallholder does not use a Pitch for any reason whatsoever, except as provided for in clause 5 of these Rules and Regulations.
- 6.8. A Stallholder shall be entitled to nominate an alternative Market Day to the Booking Date. Such a nomination must be communicated to the Market Manager no less than 7 days prior to the Booking Date. The Stallholder is only permitted one alternative Market Day per Booking Date and up to a maximum of three nominations per Booking Date.
- 6.9. At the Market Manager's discretion a Charity with Stallage Rights will be exempt from Pitch fees. This exemption can only be applied to one Market Day per calendar month. All other Ordinary Fees will still be applicable.

## **7. DEPOSIT**

- 7.1. The deposit for Permanent Stallholders will be an amount equivalent to total full Pitch fees for four Market Days.
- 7.2. The deposit will not be returned, but after giving Notice to Vacate a Pitch the Permanent Stallholder may trade free of Pitch fees for the duration of his Notice Period.
- 7.3. The payment of the deposit must be made in advance of the Permanent Stallholder's first Market Day and in accordance with the directions of the Market Manager.
- 7.4. Access to a Pitch may be refused on a Market Day if the Permanent Stallholder has not paid the deposit or if the deposit has fallen below an amount equivalent to total Pitch fees for four Market Days. In these circumstances, the Stallholder will still be liable for the full Ordinary Fees for that Market Day and may be subject to a written warning as outlined in clause 16.
- 7.5. Deductions will not be made from the Permanent Stallholder's deposit except:-
  - 7.5.1. to cover the cost of correcting any breach of the Agreement by the Permanent Stallholder,
  - 7.5.2. to cover the cost of repairing any damage or cleaning any mess caused by the Permanent Stallholder,
  - 7.5.3. to cover the cost of Ordinary Fees on Market Days when the Permanent Stallholder does not claim his Pitch,
  - 7.5.4. to cover the cost of Ordinary Fees on Market Days when the Permanent Stallholder claims his Pitch but has not paid the Ordinary Fees, or

7.5.5. in accordance with the provision in clause 7.4

7.6. Permanent Stallholders shall be entitled to a 5% discount of the full Pitch fees per Market Day except in circumstances as outlined in Clause 7.4.

## **8. INSURANCE**

8.1. The Stallholder shall indemnify the Council, its employees and agents from and against all costs claims and demands in respect of death or bodily injury or damage to property of any third party.

8.2. For this purpose the Stallholder must have a minimum Public Liability Insurance of five million pounds (£5,000,000) or higher (as otherwise required) with a reputable insurance company.

8.3. The Stallholder must submit a valid copy of his Public Liability Insurance with their application and produce valid proof of his Public Liability Insurance upon request.

## **9. PLAN OF MARKET SITE**

9.1. Please see attached enclosure

## **10. GOODS AND COMMODITIES**

10.1. The Stallholder must clearly state the type of business and goods to be sold when applying for Stallage Rights and he must only conduct that type of business and sell those goods.

10.2. The Stallholder must obtain all necessary licences and consents relevant to the goods that he is trading.

10.3. If the Stallholder trades in foodstuffs he shall comply with all relevant provisions of the Food Safety Act 1990 and all other relevant

legislation, regulations and current standards; and they must be registered with their Local Authority.

- 10.4. Any Stallholder trading in High Risk Food must be in receipt of a valid and up to date food hygiene rating of no less than three.
- 10.5. The sale of alcohol, tobacco, live animals, fireworks, offensive weapons, pornographic material, unsafe goods, illegal or counterfeit goods is prohibited.
- 10.6. The Stallholder shall not offer for sale any goods which by reason of size smell noise condition or nature are, in the opinion of the Council, objectionable for any reason.
- 10.7. The Stallholder must not sell goods outside or immediately adjacent to permanent retail premises selling similar goods.
- 10.8. The Council may grant Stallage Rights to traders selling similar goods and will endeavour to keep similar Stalls at least three pitches apart.

## **11. HEALTH AND SAFETY**

- 11.1. It is the Stallholder's responsibility to ensure the Pitch is kept safe during each Market Day.
- 11.2. All Stallholders must undertake a health & safety risk assessment of their working methods and devise and apply suitable safeguards to minimise risks.
- 11.3. The Stallholder shall not use any electricity generator on the Market Site without the prior written consent of the Council nor (in the event of such consent having been given) without such generator complying at all times with the requirements of the Council's Head of Transportation and Engineering, Environmental Health Manager or Head of Direct

Services (as appropriate). If generators are permitted, they must be of the silent running type and must not be placed in a position where a disturbance or obstruction may be caused and must be fenced off from the public.

- 11.4. Any electrical equipment which is to be connected to the electricity supply for the purposes of use in the Market must be appropriately tested and certificated (i.e. PAT test, etcetera) and copies of certificates of electrical safety must be provided with the application form. The Council can PAT test equipment for a fee.
- 11.5. The Stallholder will ensure that all equipment connected to the feeder pillars and sockets situated on the colonnades is safe and complies with all relevant safety regulations.
- 11.6. The Stallholder will not add to or alter the electrical wiring and fittings provided by the Council.
- 11.7. No gas oil or electric fire stove or other heating or lighting apparatus is permitted without prior written consent of the Council and the Stallholder shall take adequate precautions at all times to ensure that no fire risks exist. Gas safety certificates must be submitted with the application if gas use is required.
- 11.8. The Stallholder must have appropriate fire fighting equipment, which is regularly serviced and maintained.
- 11.9. The Stallholder must not block any fire exits of premises adjacent to his Pitch.
- 11.10. No boxes, stock or any article will be left in the designated passageway which must be kept clear and clean for the passage of pedestrians at

all times and dropped kerbs must be free of obstructions for wheelchair access.

11.11. Cables must be organised in such a way as to avoid risks of tripping.

11.12. The Stallholder must ensure that all their operations in the Market including the trading complies with, where applicable, current food safety, health and safety and other relevant legislation including Safety at Work legislation. Supporting documentation to be submitted with application.

## **12. GOOD CONDUCT**

12.1. It is the Stallholder's responsibility to ensure the Pitch is kept safe, visually attractive, clean and tidy during each Market Day and is left clean and tidy at the end of each Market Day. Any refuse, litter or spillages must be deposited in the appropriate bin or cleaned up. All rubbish must be removed during and at the end of each Market Day into the bins provided and the Stallholder must separate waste for recycling.

12.2. Selling by amplification is not permitted. Any noise which may cause a nuisance, annoyance or offence to any person is not permitted.

12.3. The Stallholder shall not cause nuisance, annoyance or danger or interfere with any other person using or trading in the Market.

12.4. The Stallholder must trade from within the boundary of the Pitch and the Stall and must not erect additional tables, Stalls, barrows, advertisements or "A" boards in addition to the Stall without the express permission of the Market Manager.

- 12.5. As outlined in Clause 3.11, the name or names of each Stallholder shall be prominently displayed on his, her or their Pitch or Stall and his, her or their address shall be available for inspection by the public in the Market Manager's Register at all times during Trading Hours.
- 12.6. The Stallholder must clearly display his refund policy on his Stall.
- 12.7. The Stallholder shall not conduct "Dutch" auctions or mock auctions or similar methods of trading.

### **13. PARKING**

- 13.1. During Trading Hours the Stallholder is required to park his vehicles away from the Market Site. One parking permit shall be issued to each Stallholder and shall only be valid for the Market Day for which it is issued. The issued permit is to be displayed in the Stallholder's registered vehicle accordingly or an alternative vehicle (nominated prior by the Stallholder by giving a minimum of 24 hours' notice to the Market Manager).
- 13.2. The Stallholder must submit their vehicle registration number in their application.
- 13.3. At the Market Manager's discretion, the Stallholder is to park his vehicle as the Market Manager directs.
- 13.4. No refund of parking charges paid will be made under any circumstances.



- 13.5. Any resulting parking dispute not specifically provided for in the above clauses will be handled through the ordinary parking penalty procedures.

#### **14. HOLIDAY ENTITLEMENT**

- 14.1. Permanent Stallholders shall be entitled to holiday leave in the amount of up to two calendar weeks in any quarter of a calendar year, during which time he may be absent from the Market and not trading on Market Days and will not be liable for the Pitch fees during this period of absence.
- 14.2. Stallholders will be expected to give the Market Manager, at least four calendar weeks written notice of any intended holiday leave.
- 14.3. The Market Manager reserves the right to refuse holiday requests for any reason whatsoever if it takes the view that there would be a detrimental effect to the financial viability of the Market.
- 14.4. If any further leave is to be taken in addition to the allocated two weeks and within the same quarter of the calendar year then the Stallholder will still be required to pay all of the Ordinary Fees during his holiday leave.

#### **15. DEATH OF STALLHOLDER**

- 15.1. Upon the death of the Stallholder and upon application, an Agreement and Stallage Rights may be granted to a spouse or adult child of a deceased Stallholder without recourse to the Waiting List, provided that the new Stallholder complies with the terms of the Agreement and

continues to run the same type of business and sell the same type of goods.

15.2. In the event of the Stallholder's death, should the option contained in clause 15.1 not be taken up, any money held on account in relation to the deceased Stallholder will be returned to his estate.

15.3. In the event of the Stallholder's death, should the option contained in clause 15.1 be taken up, any money held on account in relation to the deceased Stallholder will continue to be held on account for the new Stallholder.

## **16. BREACH AND DISCIPLINARY MATTERS**

16.1. Except in the circumstances previously outlined where the Stallholder may be subjected to a written warning, breaches of the Agreement will normally be discussed with the Stallholder as soon as the Market Manager becomes aware of any breach. The Stallholder will normally be asked to correct any breaches or comply with the Agreement in the first instance.

16.2. If the Stallholder does not comply with a verbal request, or if a further breach occurs on the same day, then the Council will issue a formal written warning as soon as possible, detailing the breach complained of and setting out what the Stallholder is required to do.

16.3. Any written warning will remain active for a period of six months and if a further written warning is issued during this period the Stallholder will be automatically suspended for the next Market Day.

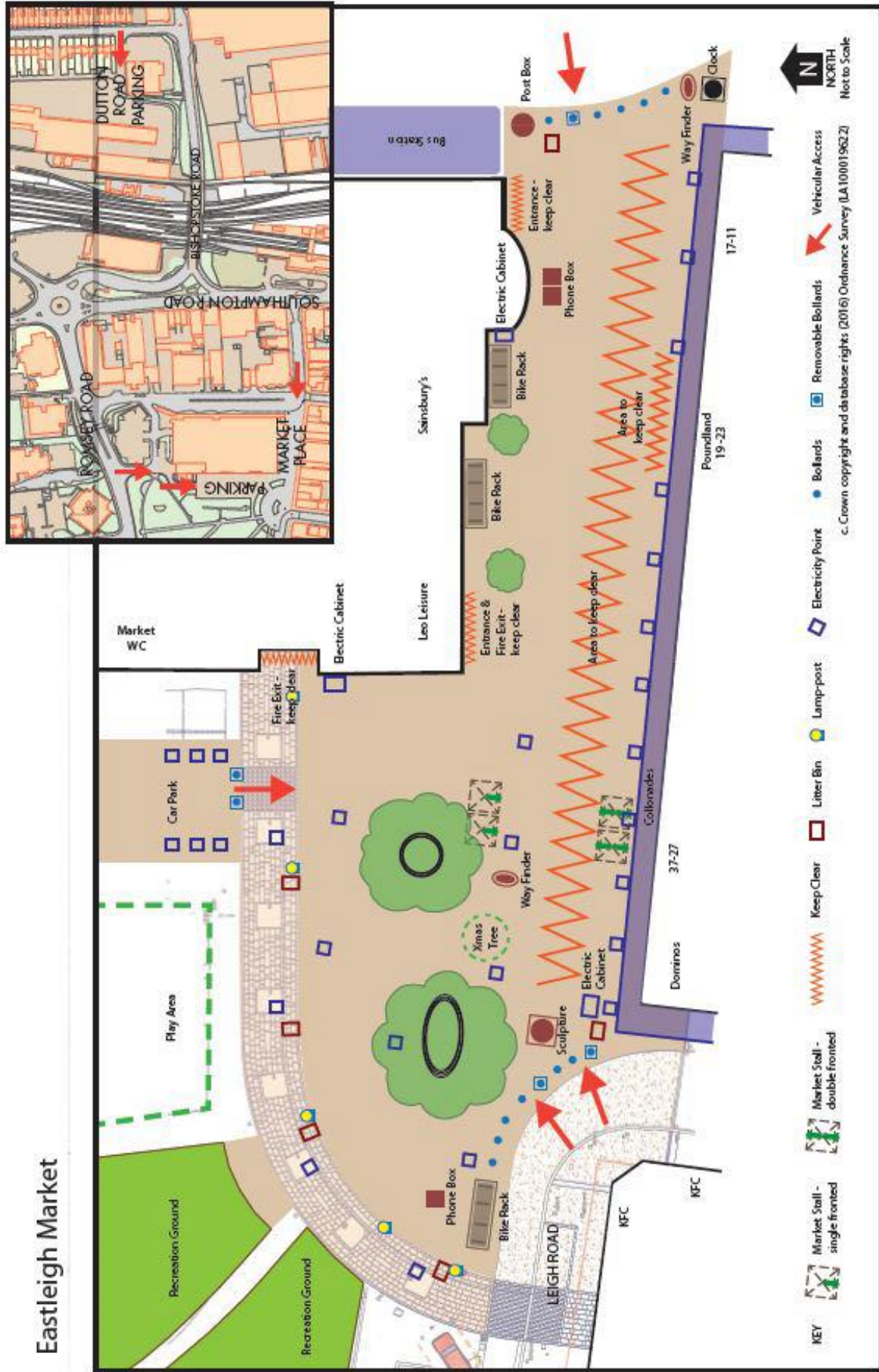
- 16.4. If the Stallholder incurs two periods of suspension in any twelve month period then his Stallage Rights will be automatically terminated. In this event, the Stallholder will be permitted to reapply for Stallage Rights but will be placed at the bottom of any Waiting List. The Market Manager reserves the right to refuse Stallage Rights to any person who has previously had Stallage Rights removed.
- 16.5. The Stallholder will still be liable to pay the Ordinary Fees for any period of absence due to suspension or for any other reason.
- 16.6. Disciplinary matters will in the first instance be dealt with by the Market Manager and if necessary will be referred to the appropriate Council Officer.
- 16.7. The Council Officer will discuss any issue with the Stallholder concerned and give reasons for their decision and if the Stallholder is not satisfied with the explanation or decision they may contact the Council and request a formal review of the decision under the usual complaints procedure. The Council will then review any action and respond in writing stating the outcome of such a review.

## **17. VARIATION AND TERMINATION**

- 17.1. The Council may vary or terminate these Rules and Regulations at the Council's sole discretion. The Stallholder will be advised in writing of any such variation or termination within a reasonable time.
- 17.2. In addition to the circumstances outlined in clause 16, the Council or the Market Manager may terminate the Stallholder's Agreement and Stallage Rights by giving two calendar weeks notice to the Stallholder.

17.3. The Council or the Market Manager may terminate the Stallholder's Agreement without notice where the Stallholder has provided misleading or inaccurate information to the Council or the Market Manager, following an adverse finding of a regulator (e.g. Environmental Health, DEFRA, etc), in the case of illegality, or in any other extraordinary circumstances.

# PLAN OF MARKET SITE



Eastleigh Borough Council are committed to your privacy. We will use the information on this form for the purposes of your application to run a market stall on the Eastleigh Market, and in order to let you know about future market dates and other related events. For further information, Please refer to our full Privacy Notice: [www.eastleigh.gov.uk/privacy](http://www.eastleigh.gov.uk/privacy)

This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes. [www.eastleigh.gov.uk/council/open-data/data-protection/data-processing](http://www.eastleigh.gov.uk/council/open-data/data-protection/data-processing)

Please return this application form to [market@eastleigh.gov.uk](mailto:market@eastleigh.gov.uk)

**SECTION 1: ABOUT YOU**

Your name:	
Your date of birth:	
Your postal address:	
Your postcode:	
Your telephone number(s):	
Your email address:	
Your vehicle registration number:	
National Insurance Number:	
Charity Registration Number (if applicable):	

**SECTION 2: ABOUT YOUR STALL**

If you have previously had a stall on Eastleigh Market please give dates:	
Description of business: <i>(Please include details of commodities sold, etc)</i>	
Description of Stall: <i>(Please include details of signs,</i>	

tables, electric, etc.)	
Market Days: <i>(Please delete as applicable)</i>	Thursdays Saturdays
No. of 3m <sup>2</sup> Pitches required:	
Duration of agreement: <i>(Please delete as applicable)</i>	One Market Day only Agreement Four Market Day rolling Agreement (deposit required)
Details of any agents you employ to work on your stall e.g: name, address, nationality and or clause certifying right to work in the UK.	
<b>SECTION 3: ABOUT YOUR INSURANCE</b>	
Insurer:	
Policy Number:	
Renewal Date:	
<b>SECTION 4: ABOUT YOUR HEALTH AND SAFETY CERTIFICATES</b> <i>(Please attach copies of supporting documentation e.g. certificates, proof of registration letters, etc)</i>	
Registered/ inspecting authority & date of last inspection:	
Gas Safe certificate details & date of last inspection:	
Electrical PAT certificate details & date of last inspection: <i>(If you require PAT testing, please contact the Eastleigh Borough Council Facilities team on 02380 688 111 or email <a href="mailto:facilities@eastleigh.gov.uk">facilities@eastleigh.gov.uk</a> )</i>	
Food Hygiene Rating certificate details & date of last inspection	
<b>SECTION 5: ABOUT THE FEES</b> <i>(Fees are calculated per Market Day and are subject to change at one calendar months' notice)</i>	
Pitch Fee (per 3m <sup>2</sup> Pitch):	£20.00

Service Charge (per stall):	£6.75
<b>SECTION 6: ABOUT THE DEPOSIT</b> <i>(The deposit must be paid before your first Market Day if opting for the Four Market Day rolling Agreement)</i>	
Deposit (per 3m <sup>2</sup> Pitch):	£80.00
<b>SECTION 7: YOUR COMMITMENT</b>	
By signing this application the Stallholder acknowledges that he has read the Rules and Regulations and agrees to be bound by them. The Stallholder understands that this document together with the Rules and Regulations form a binding Agreement.	
Signed: _____ Dated: _____	
Name and Address: _____	
<b>SECTION 8: FOR OFFICE USE ONLY</b> <i>(Please delete as applicable)</i>	
<ul style="list-style-type: none"> <li>• This application has not been granted and the applicant has not been added to the Waiting List.</li> <li>• This application has not been granted, however the applicant has been added to the Waiting List.</li> <li>• This application has been granted and is signed below on behalf of Eastleigh Borough Council.</li> </ul>	
Signed: _____ Dated: _____	
Name and Position: _____	

<b>DOCUMENTS TO SUBMIT</b>
<i>This section provides details of the supporting information that must be submitted with your application. You will need to scan in paper documents in order to send them via email. Photographs and plans that exist as files on your computer can be attached directly.</i>
<p><b>1. Proof of your legal right to work in the UK: all applicants, employees or other person acting on your behalf (where lawfully required in compliance with a legal duty to provide proof of right to work) must provide at least ONE document from this list verifying your identity and right to work in the UK.</b></p>
Documents B1-B8 have time restrictions, so if you provide one of these we will carry out a follow-up check every 12 months, unless you can later produce a document from A1-A10. Documents marked



with an asterix(\*), also require proof of your National Insurance. Please select the document type that you will be submitting. (please tick the document you will submit)

A1: Valid passport showing that the applicant is a British citizen or has the right of abode in the UK.

A2: A passport or national identify card showing you are a national of the EU or Switzerland.

A3: A residence permit, registration certificate / document certifying / indicating permanent residence issued by the Home Office, Border and Immigration Agency, or the UK Border Agency to a national of the EU or Switzerland.

A4: A permanent residence card / document issued by the home Office, Border and Immigration Agency, or the UK Border Agency to the family member of a national of the EU or Switzerland.

A5: A passport or other travel document endorsed to show you are exempt from immigration control, allowed to stay indefinitely in the UK, have the right of abode in the United Kingdom, or have no time limit on your stay.

A6\*: An Immigration Status Document issued by the Home Office, the Border and Immigration Agency, or the UK Border Agency with an endorsement indicating that you are allowed to stay indefinitely in the UK or have no time limit on your stay.

A7\*: Birth certificate or adoption certificate issued in the UK which includes the name(s) of at least one of your parents / adoptive parents.

A8\*: Birth certificate or adoption certificate issued in the Channel Islands, the Isle of Man or

Ireland.

A9\*: A certificate of registration or naturalisation as a British citizen.

A10\*: A letter issued by the Home Office, the Border and Immigration Agency, or the UK Border Agency which indicates that you are allowed to stay indefinitely in the UK.

B1: A passport / travel document endorsed to show you are allowed to stay in the UK and be a trader.

B2: A Biometric Residence Permit issued by the UK Border Agency which indicates that you can stay in the UK and are allowed to work as a trader.

B3: A residence card or document issued by the Home Office, the Border and Immigration Agency, or the UK Border Agency to a family member of a national of the EU.

B4: A work permit or other approval to take employment issued by the Home Office, the Border and Immigration Agency, or the UK Border Agency, in combination with a passport or another travel document endorsed to show you are allowed to stay in the UK and

B5: Certificate of Application issued by the home Office, the Border and Immigration Agency, or the UK Border Agency to or for a family member of a national of a European Economic Area country or Switzerland

B6: An Application Registration Card (ARC) issued by the Home Office, the Border and Immigration Agency or the UK Border Agency stating that you are "ALLOWED TO WORK" or "EMPLOYMENT PERMITTED", in combination with evidence of verification by the UK Border

B7\*: An Immigration Status Document issued by the Home Office, the Border and Immigration Agency or the UK Border Agency to the holder with an endorsement indicating that you can stay in the UK and are allowed to work as a trader.

B8\*: A letter issued by the Home Office, the Border and Immigration Agency, or the UK Border Agency to the holder or the employer or prospective employer, which indicates that you can stay in the UK and are allowed to work as a trader.

**2. Proof of address: All applicants must provide at least TWO documents from this list, showing your full name and address.**

C1: Bank, building society, mortgage or other financial statement not more than three months old

C2: Utility bill, e.g. electricity, gas, water, telephone, mobile phone not more than three months old

C3: Valid TV licence not more than 12 months old

C4: Credit card, store card or mail order catalogue statement not more than three months old

C5: Valid insurance certificate or schedule not more than 12 months old

C6: Government agency document, e.g. Benefits Agency, Employment Service, Inland Revenue not more than 12 months old

C7: Driving licence or valid vehicle registration document

C8: Addressed payslip, P45 or P60 not more than 3 months old

**3: Proof of insurance: You must provide ONE document from the list below to provide documentary evidence of your public liability insurance and indicate which one you will be submitting**

- Public liability insurance policy schedule
- National Market Traders Federation membership card

**4. Food business: please submit proof of registration (if applicable)**

**5. Electrics: If you require the use of electric please submit a copy of your PAT testing and electrical safety (if applicable)**

**6. Gas: if you are using gas, please submit a valid gas safe certificate (if applicable)**

**7. Risk Assessment: please submit a risk assessment for your stall**

## **EASTLEIGH MARKET FEES AND CHARGES**

1. Pitch fee: £20 per 3 metre frontage (unchanged)
2. Service charge, for use of electric, waste disposal and car parking:
  - £6.75 (including car parking)
3. Registered charities: free of charge (excluding equipment hire), limited to once every two months
4. Introductory offer: first 3 consecutive market days at full charge followed by 3 consecutive days free of charge
5. Regular booking discount: 5% discount will be granted for traders that have paid a deposit equivalent to 4 days stall fees
6. Gazebo Hire (includes 4 weights and 1 side sheet):
  - 3x3m: £8
  - 3x4.5m: £10
  - 3x6m: £12
7. Additional weights (11kg minimum):
  - x1: £2.50
  - x2: £5
  - x3: £7.50
  - x4: £10
8. Side sheet: £2.50
9. Side sheet with window: £2.50
10. Electric socket adapter (16amp): £5
11. Electric cable cover: £5
12. Rain gutter 4.5m: £1
13. Table 183x76cm: £5

- 14.**Overhang frame and sheet: £2.50
- 15.**Joining bracket: £1