



# **HEDGE END MARKET**

## **Terms and Conditions**

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EASTLEIGH  
HAMPSHIRE  
SO50 9YN

## 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 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 booking was provided for.
- 1.7. **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.
- 1.8. the **Market** means the Hedge End regular Wednesday Market from 26 August 2020 until 23 December 2020.
- 1.9. a **Market Day** means a day when the Market is trading.
- 1.10. the **Market Manager** means the person or persons nominated to act in this role by the Council.
- 1.11. the **Market Site** means the place where the Market takes place.
- 1.12. a **PAT** means portable appliance testing.
- 1.13. 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.
- 1.14. 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.
- 1.15. a **Stall** means an Approved Gazebo, or at the discretion of the Market Manager, an appropriate vehicle or trailer.
- 1.16. the **Stallage Rights** means the right to occupy a Stall on an allocated Pitch.

- 1.17. the **Trading Hours** are the hours that the Market is trading on a Market Day, more precisely defined in clause 5.
- 1.18. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.19. 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 not allowed to sublet or assign his Stallage Rights.
- 2.2. The Council reserves the right in its absolute discretion to refuse Stallage Rights to any person or persons for any reason(s).
- 2.3. 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.
- 2.4. The Stallholders may not permit any person other than himself and his agents to operate the Stall.
- 2.5. The Stallholder must complete the application form and provide any documentation specified.
- 2.6. 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.
- 2.7. 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. Payment**

- 3.1. The Council will invoice the Stallholder for the sum of fifteen pounds (£15) per 3m<sup>2</sup> at any time before the Market Day.
- 3.2. The Stallholder shall pay invoices to the bank account nominated by the Council either upon receipt of the invoice or at any time before the Market Day in accordance with clause 3.1.
- 3.3. If the Stallholder fails to make payment due to the Council in accordance with clause 3.1 and 3.2 then this Agreement will be terminated in accordance with clause 15 (termination).
- 3.4. If the Stallholder disputes any invoice:
  - 3.4.1. the Stallholder shall notify the Council in writing, specifying the reasons for disputing the invoice;
  - 3.4.2. the Stallholder shall provide all evidence as may be reasonably necessary to verify the disputed invoice;
  - 3.4.3. the Stallholder shall pay to the Council all amounts not disputed by the Stallholder on the due date as set out in clause 3.2;
  - 3.4.4. the parties shall negotiate in good faith to attempt to resolve the dispute promptly; and
  - 3.4.5. if the parties have not resolved the dispute within 30 days of the Stallholder giving notice to the Council, the Agreement will be terminated.
- 3.5. All amounts to the Council by the Stallholder under this agreement shall become immediately due and payable on termination of this agreement for any reason.
- 3.6. This market is pre-booked and pre-paid stallholders only, any stallholders who have not booked and paid in advance will not be permitted

#### **4. PITCHES AND STALLS**

- 4.1. The Stallholder may provide his own Stall but must ensure it is in good repair and safe to use.
- 4.2. the Market Manager can refuse any stall that is not in a fit state of repair or safe to use.

- 4.3. All Pitch equipment must be contained within the boundaries of the Pitch and must not block, or obstruct, public access.
- 4.4. A Stall or Pitch will be 3 meters squared and will not exceed this amount without prior agreement from the Market Manager.
- 4.5. 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.
- 4.6. The Stallholder will not have exclusive occupation of any Pitch.
- 4.7. 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.
- 4.8. Each Stall must display a sign identifying the Stallholder prominently at the front of their Pitch.
- 4.9. Charity stalls are free of charge (gazebo hire still applies) but limited to one per market on a first come first served basis. Each charity may only book one market day per month. Charities must still complete the application form.
- 4.10. priority will be given to local Hedge End businesses when booking and stalls may be limited to reduce competition with local businesses at the discretion of the market management.

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

- 5.1. The Market will only open and trade on Wednesday from 10am to 3pm.
- 5.2. The Market will not open or trade on any days other than Wednesday and Stallage Rights will not be available to anybody on any other days.
- 5.3. The Market Site will be available for the Stallholder to set up between 8am and 10am on Market Days

- 5.4. The Stallholder must stick to the designated Pitch as allocated by the Market Manager.
- 5.5. The Stallholders' vehicles must **not** enter the Market Site but be parked in the adjacent car park except when the stall is a vehicle or trailer and therefore must be set up by 9.45am.
- 5.6. The Stallholder must be trading between the hours of 10 am and 3pm exclusive. The Stallholder or his agent shall be in attendance personally at the Stall at all times between these hours.
- 5.7. Dismantling of Stalls must not commence before 3pm on any Market Day unless otherwise directed by the Market Manager or with the market managers discretion.
- 5.8. The Stallholder must be clear of the Market Site by 4pm.
- 5.9. The Market Manager may vary these hours on any occasion at any time for any reason.

## **6. CANCELLATION**

- 6.1. The Market Manager has the authority to cancel the Market for any reason.

## **7. INSURANCE**

- 7.1. 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.
- 7.2. 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.

- 7.3. 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.

## **8. PLAN OF MARKET SITE**

- 8.1. Please see Schedule 1

## **9. GOODS AND COMMODITIES**

- 9.1. 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.
- 9.2. The Stallholder must obtain all necessary licences and consents relevant to the goods that he is trading.
- 9.3. 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.
- 9.4. 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.
- 9.5. The sale of tobacco, live animals, fireworks, offensive weapons, pornographic material, unsafe goods, illegal or counterfeit goods is prohibited.
- 9.6. 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. COVID-19**

- 10.1. The Stallholder must comply with the relevant Government guidance and legislation relating to COVID-19 including <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/shops-and-branches>.
- 10.2. The Stallholder must always follow social distancing measures as set by the Government and ensuring compliance with current guidelines and regulations.
- 10.3. If the Stallholder develops any symptoms of COVID-19, or comes into contact with someone who has tested positive with COVID-19, they must not attend the Market and must inform the Market Manager.
- 10.4. The Stallholder should make reasonable effort to ensure they are accepting contactless payment.
- 10.5. Stallholders must consider appropriate hand washing and sanitizing facilities if applicable to their trade, particularly food stalls

## **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 specifically include COVID-19 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 Market Manager.



- 11.4. 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.
- 11.5. Stallholders using gas, oil, generators or any cooking equipment must have appropriate fire fighting equipment, which is regularly serviced and maintained.
- 11.6. Stallholders must provide appropriate first aid kits for their stall.
- 11.7. 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.
- 11.8. Any electrical cables must be organised in such a way as to avoid risks of tripping.
- 11.9. 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 taken away or cleaned up. All rubbish must be removed during and at the end of each Market.

- 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 as these will interfere with social distancing.
- 12.5. The Stallholder must clearly display his refund policy on his Stall.
- 12.6. The Stallholder shall not conduct "Dutch" auctions or mock auctions or similar methods of trading.

### **13. PARKING**

- 13.1. The Stallholder is required to park his vehicles away from the Market pitch. At the Market Manager's discretion, the Stallholder is to park his vehicle as the Market Manager directs.

### **14. BREACH OF AGREEMENT**

- 14.1. 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.
- 14.2. 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 and the Council reserves the right to terminate this Agreement.

## **15. VARIATION AND TERMINATION**

15.1. The Council may vary or terminate this Agreement at its discretion. The Stallholder will be advised in writing of any such variation or termination within a reasonable time.

15.2. 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.

## **16. DATA PROTECTION**

16.1. The Council will only use your personal information in accordance with our Privacy Policy which is available at:

<https://www.eastleigh.gov.uk/privacy>

## **Schedule 1- site plan**

