



## **Cumberland Council - Markets Terms & Conditions**

### **DEFINITIONS**

**Casual Trader:** An individual who has permission to use a pitch or stall for the day of the market only and has agreed to comply with the Cumberland Council Market Terms and Conditions. A Casual Trader is also deemed to be any trader attending either specialist or limited Markets.

**Regular Trader:** A regular trader requesting and granted a frequent trading space at a Cumberland Council market provisionally upon the payment of the advertised market toll for a regular trader.

**Market Manager:** The person employed by Cumberland Council to undertake the management duties of its markets, in the absence of this person, the duties of the market manager will be delegated and undertaken by the Council's Events Manager, Business Engagement Manager or any other Officer authorised by the Council.

### **APPLICATION**

1. All applications must be made via the Cumberland Markets Application Form, available on the Cumberland Markets Website [Market Traders Application Form \(Page 1 of 4\)](#)). Telephone applications are not acceptable.
2. All stall charges of attending traders are non-refundable.
3. Positioning of stands and allocation of stalls is at the discretion of the Market Manager. The final allocation is designed for the overall benefit of the market and is final. The Market Manager has the right to change the location of the stalls if they deem necessary for the benefit of the market.
4. Under no circumstances may the allocated space booked be sublet.
5. Applications from traders will be accepted subject to vetting by the Market Manager, space/stalls being available, and in accordance with our balance of trade rationale.

### **TRADING DAYS / HOURS**

6. Market Trading hours are as displayed on the council's website and as contained in the Market Information Pack / Rules / Regulations and Terms and Conditions.
7. Traders must leave the market within 2 hours of market closure.

8. Trading outside of the permitted operational hours and days may constitute illegal street trading, in such instances Cumberland Council reserves the right to take further action as it sees fit.

#### MARKET SET UP AND BREAKDOWN

9. Compliance with the market hours is mandatory.

10. Traders will ensure the market is set up and broken down with the minimum noise and disruption to neighbouring properties and to the residential occupiers.

11. The Market Manager will oversee set up and breakdown.

#### GOODS

12. All stalls must be set-up to an acceptable display standard so to ensure a quality goods display across the full market. This will be monitored to the satisfaction of the market manager.

13. Failure to display goods to a satisfactory display may result in the pitch being withdrawn from the market.

14. In a situation where the only pitch available to a Casual Trader is alongside a Regular Trader with like commodities, then the vacant pitch will in the first instance be offered to the Regular Trader at the regular rate. If the Regular Trader declines the pitch, then it will be offered to the Casual Trader.

15. The sale of the following goods is expressly prohibited: Counterfeit goods of any description, live birds and animals, fireworks, firearms, replica and decommissioned firearms, combat knives, sky/Chinese lantern or any other item deemed by the Market Manager likely to cause offence or danger to the public.

16. Cumberland Council operate a “zero-tolerance” policy on the sale of any counterfeit goods and supports ‘The Real Deal Campaign for Fake Free Markets’.

17. Before being accepted onto the market, Casual Traders are required to state unequivocally that the goods in which they wish to trade are genuine goods.

18. All pornographic material is strictly prohibited. Any trader who is discovered in the possession of pornographic material will be immediately and permanently excluded from the market. There will be no right of appeal.

#### MARKET FEES

19. All fees must be paid in full via the Council's cashless pay system at the request of the Market Manager or his/her representative or when permitted by the Market Manager at the Council's area office.

20. Traders should note that they must not attend the market unless they can pay the total charge due.

21. Traders leaving an abandoned market without paying market tolls will be required to pay tolls due upon next attending the market, before being allowed to set up and trade.

22. Market Fees are reviews annually and are set by Cumberland Council's fees and charges process. Notification will be given to traders of any changes.

23. If an electric supply is provided, there will be a fee for use. This will be charged, daily, by usage, decided by the Market Management.

24. Some Cumberland Markets offer 3 holiday days per calendar year, for regular Traders. For traders utilising the holiday terms, 7 days' notice must be given to the Market Manager. No fees will be expected for the first three days taken. However, full fees will be due for non-attendance more than the above mentioned 3-day period.

#### TRADING TERMS

25. All vehicles must be unloaded, moved away from the market.

26. No vehicle movement will be allowed within the market area during the trading hours of the market.

27. No pitch shall be vacated prior to the closing of the market. Do not disrupt the market by packing up before the official closing time.

28. All traders selling food products must comply with the Food Safety (General Food Hygiene Regulations 1995 & the provisions of the Food Safety Act 1990 (as amended from time to time)).

29. Traders must comply with all current and future legislation, notices, orders, discretions, bylaws and others of all Government and Local Authorities or Agents, or other bodies having statutory powers and shall comply with all restrictions, directions and conditions lawfully imposed by any public authority having statutory power.

30. All traders shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015. Traders shall not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015.

31. All traders shall comply with all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).

32. Traders must comply with all reasonable directions of the Market Manager for the management, control and conduct of the market.

33 All waste/refuse generated through the market trading activity is the responsibility of the trader to remove and dispose.

34. Traders will only be allowed to sell those goods specified within their Application/Registration form. Any change or additions must be agreed by the Market Manager.

35. Contraction or expansion of the trader's trading area will be at the sole discretion of the Market Manager after due consideration for the overall continuous good of the market.

36. The total dimensions of the stalls may vary in size. The total area the trader has available to use may be used in the most effective way for work.

37. Any additional display items must be positioned within this stall area and must not obstruct trader access or pedestrian walkways.
38. Cumberland Council does not guarantee or agree to meet the expectations of traders in terms of income. Where income is affected for any reason, the operator does not, or will not make good any expectations on the traders' part.
39. All food traders must line the floor of their stall with matting. Any permanent marking or discolouring left by the trader once the event has closed will be charged in full to cover the cleaning costs.
40. All food traders must have hot and cold hand washing facilities.
41. All food traders must have appropriate storage facilities for wastewater and used fat and oil (containers must be clearly labelled).
42. All food traders must ensure that all food is protected by glass or transparent Perspex.
43. All traders must clearly label their products as instructed by Trading Standards.
44. Any trader wishing to promote their company with signage and banners must seek permission to do so by the Market Manager. All signage displayed by the trader has full responsible for that signage.
45. All traders must not smoke or vape within the stall area.
46. Any traders selling alcohol must obtain the relevant license prior to trading, obtainable at the following link. [Alcohol, entertainment and late night refreshment licensing | Cumberland Council](#)

#### STANDS AND DISPLAYS

47. Traders selling meat must display their produce in a chillier cabinet.
48. Any special requirements should be discussed with the Market Manager before applying and trader should indicate their requirements on the application form.
49. Use of flammable, explosive or otherwise dangerous materials or equipment is strictly prohibited at the market.
50. Traders selling hot food must always have appropriate fire safety equipment in date on site throughout the setup, market duration and break down. Extinguishers must always be visible and should be within their service date.
51. Each trader on site MUST be in possession of a suitable for purpose first aid kit.
52. Traders are responsible for establishing that equipment provided is suitable for the goods displayed. Any faults discovered with the equipment provided should be drawn to the attention of the Market Manager immediately who has the right to remove it.
53. Any stalls that are left unattended and not open for business at any point throughout the market will be closed for trade, and NO refunds will be given.
54. All traders must adhere to all Health and Safety information and instructions of the market manager while trading on the market.

## SHOPPERS CHARTER

55. Cumberland Council operate a Shoppers Charter. Regardless of a trader's participation in the scheme. The Market Manager will attempt to mediate, but if no satisfactory outcome is reached, the matter will be referred to Trading Standards.

## CASUAL TRADERS

56. Regular Traders will be given priority of pitches over casual traders.

57. In the event a casual trader wishes to be considered a regular trader, they must notify the Market Manager, who will consider the request.

58. Casual Traders will pay appropriate market fees as set by Cumberland Council.

## LIABILITY

59. All traders must provide evidence when applying to trade, that they hold Public Liability Insurance with single event cover to a minimum of £5million. A copy of the Public Liability Insurance must be provided to the Market Manager on an annual basis, or upon request from the Market Manager.

60. Where applicable to comply with the "Electricity at Work Act 1989" – all electrical equipment including light fittings, extensions, leads and working tools should be tested for electrical safety and a certificate of compliance obtained and copies to be provided to the Market Manager on an annual basis, or upon request from the Market Manager.

61. Should an inspector attend an event and find any uncertified electrical equipment they have the right to prevent the electrical equipment from being used. It is the trader's responsibility to ensure that equipment is tested and certificated annually.

62. The trader will be liable for any loss or damage occasioned to the fabric of any Cumberland Council provided stall, site or any equipment therein or injury to other persons, as a result of their negligence.

63. Any equipment brought by traders to the market site for their own use must be safe and deemed fit for purpose by the Market Manager.

64. In the event that any equipment in the Traders use causes harm or injury to any persons, they will be liable for any claim made against them.

65. Cumberland Council will not be held responsible for the wellbeing of stall holders or persons whilst travelling or during the event.

66. The distribution of leaflets or other documents on behalf of persons or events who are not traders with the Market is not permitted without prior arrangement with the Market Manager.

67. Cumberland Council reserves the right to substitute, waive or change without notice, any details of the market, or booking conditions and procedures.

68. Cumberland Council shall not be considered liable for damage to stock and/or supplementary equipment used by the trader which has been damaged due to adverse weather conditions or situations considered out of the control of Cumberland Council.

69. The decision to abandon or cancel any market shall be at the discretion of Cumberland Council and where possible traders will be informed via the Market Manager prior to the market taking place, in such cases market fees will not be charged and Cumberland Council shall not be liable to make good any loss incurred by any party booked for the market.

70. In the event a market is abandoned at any time after the commencement of the trading day, no refunds of market fees will be made to any trader even though trading for the day is not completed.

#### ENFORCEMENT OF THE TERMS AND CONDITIONS/ LEGISLATION

71. For the avoidance of doubt, any trader failing to adhere to the above terms and conditions will result in the immediate closure of its stall and the trader will be required vacate the market by order of the Market Manager. In such instances no refunds will be given.

72. Failure to comply with the above terms and conditions may also result in the permanent exclusion of the offending trader from operating on all Cumberland Council markets.

73. If a trader is required to vacate the market for failure to adhere to the terms and conditions and does not agree with the decision. The trader must first raise their concerns with the Chairperson of the Market TRADERS Forum, who will relay the traders concerns to Cumberland Council. If following consideration of the concerns, the decision is upheld, the trader may then lodge and appeal in writing within the specified time frame to the Market Manager, in accordance with the Cumberland Council Complaints Procedure [How to make a complaint | Cumberland Council](#)

74. Future applications by the same trader will only be considered where sufficient reassurance is or can be provided that the same breach will not reoccur. Such consideration will be at the sole discretion of the Market's Manager, who reserves the right to refuse any application indefinitely if the breach is considered sufficiently serious.

75. Any action taken by the Market Manager for a breach of the terms and conditions, shall not preclude or negate the rights of Cumberland Council to take further action in respect of any illegal street trading, any environmental offences or any other offence committed as a result of the trader's actions.

76. The above terms and conditions are granted to traders as a matter of concession and not of right.

..... (Print name)

Agree to the terms and conditions above.

Signed .....

Date .....