



Bletchley & Fenny Stratford Town Council

Ref: BMTC-0614

Terms & Conditions of Trade

The following definitions shall apply:

Casual trader shall mean any person who has traded for a period of less than six consecutive weeks.

Regular trader shall mean a person who has traded for six consecutive weeks or more and has applied and been granted regular traders status by The Town Council.

Trader shall mean any person, who has completed a Trader Application Form and provided correct documentation, agreed to pay current charges and abide by the Terms & Conditions of Trade, and has been granted permission to trade by the Town Council to trade at Bletchley Market.

Town Council shall pertain to the market operator: Bletchley & Fenny Stratford Town Council.

This Agreement shall be between the Bletchley & Fenny Stratford Town Council, the "Town Council", and the "Trader". For the avoidance of doubt named officers, employed by the Town Council, shall be the delegated representatives responsible for the day to day operation of the market and the person responsible for implementing and enforcing the terms & conditions herein

A. Allocation of Pitches

- 1 No person shall trade from the market area except from a stall or mobile vehicle and from a pitch which has been allocated to them by the Town Council. All Traders must supply their own stalls, equipment.
- 2 No person shall trade unless they provide proof of current "Public Liability Insurance" cover. Insurance documents will need to be in the named person applying to trade, with two (2) further proofs of identity. A person applying to trade as an employee of a company will need to provide a current copy of the companies "Public Liability Insurance" which covers "employer's liability", with two (2) further proofs of identity. Other legal or specified documentation may be required to trade as requested by the Town Council.

- 3 A Trader who has traded for a period of six (6) consecutive weeks or more may apply for "Regular Trader" status. On application a one off payment of two (2) weeks agreed weekly rent shall be required. This payment shall be redeemable upon the Trader leaving the market. For avoidance of doubt the money shall not be redeemed where a Trader is in arrears or any other payments or penalties are owed.
- 4 A Trader shall only occupy the pitch which has been allocated to them by the Town Council. For avoidance of doubt where a Trader occupies any additional space or where a Trader occupies a different pitch area, the Town Council reserve the right to apply additional charges or move the Trader back to the pitch or pitch size they were originally allocated.
- 5 No person shall trade unless permitted to do so by the Town Council and only upon the satisfactory completion of a "Trader Application Form", agreement to the "Terms & Conditions of Trade" and to pay the current charges.
- 6 A Casual Trader shall only occupy a pitch on the day of trading as directed by the Town Council Officer on behalf of the Town Council.
- 7 A Regular Trader's pitch may be reallocated by the Town Council if it is not occupied by 08.15 hours.
- 8 In the event that a Regular Trader's pitch becomes available for reallocation, an existing Regular Trader may request to move to this vacant pitch. All reallocation requests would be at the Town Council's discretion after considering the following criteria that includes, but are not limited to:
 - i First request received
 - ii Suitable separations of similar trades/goods
 - iii Suitability of pitch and trade
- 9 No tenancy, other legal estate or interest should be created (or deemed to be created) by the allocation of any pitch to any persons and no compensation will be paid upon the non-reallocation or termination of said pitch.
- 10 The allocation of any pitch is the prerogative of the Town Council and a Trader shall not assign, sublet or permit any person (other than a relative, agent, partner or employee responsible for conforming to these conditions & current charges) to occupy or use the stall or pitch or any part thereof.
- 11 No Trader may, without prior approval by the Town Council, make a material change in the type and class of goods sold on from their pitch.
- 12 The Town Council will endeavour to ensure that a good balance of trading opportunities exists on the market. There will be no more than two identical stalls with *no restriction on similar lines and stalls*. The Town Council's decision on the similarity of lines and stall shall be final.

- 13 The Town Council reserves the right to refuse permission for the sale of any particular goods or articles.

B. Payment

- 1 The charges for pitches will be as advised by The Town Council and may be subject to change.
- 2 Payment of all agreed charges will be made to the Town Council as cash or by crossed cheque accompanied by a current banker's card, as and when requested by an officer on behalf of the Town Council: *Refer to current Market Pitch Charges Document*. Alternatively electronic payment may be made through the Town Council's website using World Pay.
- 3 A Regular Trader may, by arrangement with the Town Council, pay the agreed charges in advance.
- 4 Refunds of advance payments will only be made in exceptional circumstances and at the discretion of the Town Council.
- 5 Please refer back to A: 3 of this document.
- 6 Please refer to C: 5 of this document.

C. Absence

- 1 A Regular Trader will be permitted a maximum of four (4) weeks annual leave from the market per annum without payment and without prejudice to their normal trading position, providing their absence is confirmed by filling in the appropriate form, in writing or by contacting the Market Officer/Town Council by phone/email at least twenty-four hours (24 hours) in advance.
- 2 If a Regular Trader is unable to attend the market they must inform the Market Officer or Town Council by no later than **0800hrs** on, or before, the day of their absence.
- 3 If a Regular Trader fails to contact the Market Officer or Town Council on or before **0800hrs** of the day their absence this will be recorded as an un-notified non-attendance.
- 4 A Regular Trader who is absent will relinquish the right to his/her usual trading position for the period of that absence. The Town Council will be able to let the pitch to a Casual Trader in the trader's absence. The Market Officer will endeavour not to let this pitch to Traders selling the same goods.
- 5 Regular Traders will be charged fifty percent (50%) of their normal pitch charge for each notified or un-notified absence. This charge can be added to their rent at their next attendance or will be payable within fourteen (14) days from their return date. This charge will only be waived for; authorised holiday leave (ref C.1), long-term illness (where written evidence is provided) and in extreme circumstances, when after investigation it will be at the discretion of the Town Council.

- 6 Horticultural /agreed seasonal Traders who require a seasonal trading regime will be permitted a pre-agreed absence from the market, providing that the appropriate form is completed or a written request is submitted to the Town Council twenty-eight (28) calendar days prior to its commencement. If granted permission, the Trader will be required to pay twenty-five percent (25%) of their normal daily pitch charge in order to retain their "Regular Trader" status. The monies shall be paid in advance when the permission is granted. On the agreed Trader's date of return our full "Terms & Conditions of Trade" would once again be applied. If the Trader returns on the agreed date the retainer will be credited back, in full, to the Trader. If the Trader fails to return on the agreed date, the retainer will be credited in full to the Town Council.

D. Frequent Irregular Attendance

- 1 Where a Trader has been absent **without authorisation or notification** on two (2) or more separate occasions, the Trader will be sent a letter by the Town Council, this will confirm their absence and notify them that the Town Council reserves the right to take further action.
- 2 Where a Trader is absent **without authorisation or notification** on a third (3rd) occasion, the Town Council will send the Trader a further letter notifying them that they have lost their rights as "Regular Trader" and they will now be deemed a "Casual Trader" and from this point on the Town Council has right to let their allocated pitch without further notice.
- 3 The Town Council reserve the right to remove a Trader's "Regular Trader" status or to take action against any "Regular Trader" in the event of a three (3) week period of notified absence, (unless for some authorised or acceptable reason e.g. holidays, seasonal trade, illness etc. which has been notified to the Town Council) and for any long term irregular trading patterns.

E. Businesses Selling Food

- 1 The Food Safety Act 1990 (General Food Hygiene) & Food Regulations 2013 (including any amendments) shall be complied with so far as they affect moveable and/or temporary premises in respect of the following:
- 2 The siting, design and construction must aim to avoid contamination of food and harbouring of pests.
- 3 The provision of appropriate facilities for personal hygiene.
- 4 Surfaces in contact with food must be easy to clean and where necessary disinfect.
- 5 Adequate provision must be made for cleaning food stuffs and the cleaning and where necessary disinfection of utensils and equipment.
- 6 An adequate supply of hot and/or cold potable water must be available.

- 7 Adequate arrangements for storage and disposal of waste must be in place.
- 8 The Food Safety (Temperature Control) Regulations 1995 (addition EC Regulation 852/2004, Annex II, Chapter IX, part 5 and 6) shall be complied with by ensuring that no food raw materials, ingredients, intermediate products and finished products likely to support the growth of harmful bacteria, or the formation of toxins at temperatures which would result in a risk to health are kept at any stall/pitch. Relevant foods that need temperature control must be held at or above a minimum temperature of 63° Centigrade (hot holding) or kept at, or below, a maximum temperature of 8° Centigrade (Chilled). General Food Regulations 2004 and EC No 178/2002(Traceability).
- 9 Food traders must legally be “Food Registered” with their local authority 28 days prior to selling. Traders must provide details of registration to the Town Council
- 10 The aforementioned clause E1, E2 and E3 must be strictly adhered to by all food traders. Notwithstanding any legal action taken for infringements; failure to adhere to these requirements shall be deemed a material breach of these Terms and Conditions of Trade and shall lead to a termination of their Trading Agreement and the Trader will be required to vacate their pitch immediately.
- 11 Dependant of type of food business, traders must provide Food Hygiene Cert level 2 or equivalent. Named employees of trader must also be food hygiene trained/certified to work on Bletchley Market.
- 12 The Trader warrants that they shall comply with all applicable laws and regulations at all times. For the avoidance of doubt, it is the Traders responsibility to know and implement all current laws and regulations relating to their trading.

For specific food safety advice contact:

Environmental Health Department
Milton Keynes Council
<https://www.milton-keynes.gov.uk/environmental-health-and-trading-standards>
Tel: 01908 252398

Food Standards Agency
Tel: 020 7276 8829
<https://www.food.gov.uk/business-guidance/registering-and-managing-a-food-business>

F. Vehicles

- 1 On market days, no person shall bring onto the market area any vehicle for the unloading of articles or goods later than 0900 hours or at any time prior to this time if in the opinion undue congestion will be created, or that the next following condition could not be complied with.

- 2 All vehicles shall, on market days be cleared from the market by 0900 hours whether unloading has been completed or not.
- 3 No vehicles shall, on market days, be brought onto the market area for the purposes of loading before the notified market core leaving time, without the agreement of the Town Council.
- 4 No vehicles shall be halted for unloading or loading in any part of the market longer than is reasonably necessary, nor in such a manner as to hinder or obstruct unreasonably any other vehicles or pedestrians.
- 5 No vehicles shall be driven or halted in any part of the market except as permitted or directed by the Town Council's officers and no vehicle may be stationed on the market unless within the trader's allocated pitch or if he / she has been allocated a separate pitch for trading; for which a charge will be levied. Traders must display a valid permit in their vehicle at all times.
- 6 All Traders must display a valid parking permit in their vehicles at all times.

G. General Conduct of the Market

- 1 No Trader or persons they are responsible for, shall bring, convey through or deposit any goods or articles in such a manner as to cause obstruction, or nuisance within the market area or its environs.
- 2 No Trader or persons they are responsible for shall discharge or permit discharge of any matter into any drain or sewer within the market area or its environs.
- 3 No Trader or persons they are responsible for, shall deface, damage, or neglect any property of the Town Council or Milton Keynes Council. In such instances the Trader will be held fully responsible and liable for any damage or injury caused, and they shall pay to the Town Council, on demand, any costs incurred and all costs arising out of any claims.
- 4 No Trader or persons they are responsible for can make alterations or interfere with any fittings, equipment or facilities provided in connection with the market. Nor shall they hinder or interfere with any persons, organisations or companies in the provision of services or while carrying out works/duties within the market and its surrounding area. Traders will be held accountable for any claims cost and claims arising.
- 5 Electrical devices shall not be connected to the market supply unless they comply with the current approved electrical standards, regulations, and practices. It is the Trader's responsibility to ensure that their equipment meets the appropriate standards and to provide evidence of compliance to the Town Council annually or on request.
- 6 All traders and person under their control shall:
 - a. Take all practicable steps to keep his stall or pitch and the immediate environment is free from waste, fruit or vegetable matter or any other

market litter and to prevent such litter from being blown beyond the confines allocated to him.

- b. Remove all the waste from their pitch at the end of trade and leave the pitch in clean condition **Note:** any waste left behind on pitch/market area by the trader/employee could be deemed as fly-tipping and may incur further action or charges.
- 7 Other than “Guide/Hearing dogs”, no Trader nor his employee shall bring to or keep at any stall, mobile or site any dog or permit any dog under his control to follow him or roam the market area.
- 8 A Trader or persons under their control, shall not use on any stall or pitch heating or lighting equipment except expressly approved by the Town Council, nor shall any flammable substances, explosives, fireworks or other articles capable of causing fire, explosion, damage or nuisance be brought to or kept at any stall or pitch.
- 9 A Trader’s goods, articles or equipment shall not be placed beyond nor allowed to overhang the boundaries of their stalls or pitches, unless agreed by the Market Officer, nor shall any pedestrian route between stalls be obstructed in anyway.
- 10 All Traders and persons under their control shall conduct themselves in an orderly manner and shall not obstruct, hinder, cause nuisance or do any other act which is likely to cause disruption to the proper conduct of the market. Where any person is guilty of conduct which is likely to interfere with proper use of the market by the public or other traders, including premises abutting the market, it will be deemed as a material breach and may result in them being asked to vacate their pitch.
- 11 The Town Council Officer on behalf of the Council will permit, decide or give an opinion, and act generally in all matters in the day to day running of the market. All Traders and persons under their control are required to carry out any reasonable request or directions given by the Town Council Officer or Town Council for the overall general operation of the market.
- 12 Traders will display and maintain in a prominent position at all times on each stall, mobile vehicle or pitch a legible and conspicuous sign bearing the name of the person or business and contact details.
- 13 Traders will only be permitted to sell goods or services, either by “barking” or with the use of amplified equipment, if the Town Council Officer or Town Council deems this does not cause a nuisance to others.
- 14 The attention of the Traders is drawn to their responsibilities under various legislation concerning the sale and exposure for sale of goods or articles; but not limited to, Weights and Measures, Trade Description, Fair Trading, Sale of goods Act, any other related consumer protection legislation, and Health & Safety; any breach of which, notwithstanding actions taken by others against them, may result in disciplinary action by the Town Council which could lead to termination of any Trading Agreement.

- 15 The permanent market will be open for trading for the general public between the hours shown below, except when such days are public holidays:
- a. Tuesdays, Thursdays & Fridays 0900 to 1630hrs
 - b. Saturdays 0900 to 1700hrs
- 16 The market operates a **Core Trading Time of 0900 to 1530hrs** all year round: This means Traders need to be setup and trading by 0900hrs and can stop trading and pack away from 1530hrs.
- 17 Traders must not sell goods by a “mock auction”.

H. General Complaints

- 1 The Town Council Officer on behalf of the Town Council will permit, decide or give an opinion, and act generally in all matters in the day to day running of the market. The Town Council will seek to deal with all complaints quickly, fairly and professionally.
- 2 Traders or their employees who feel aggrieved by a decision of the any Town Council Officer may register an appeal to the Town Council who will investigate and review further.
- 3 If the matter remains unresolved, further appeals or complaints would need to be progressed via the Town Council’s formal Complaints Procedure; a copy of which is available on request.

Market Disciplinary Procedure

Please note this is a guide and is not exhaustive

- 1 In most circumstance breaches of our “Terms & Conditions of Trade” can be sorted out easily and quickly. This is normally done by discussion between the Trader and a Town Council Officer and would warrant no further action.
- 2 Action by the Town Council may be taken against any “Trader” for continuous or serious breaches of Bletchley Market “Terms & Conditions of Trade” and will be processed by the following means:
 - a. Verbal warning (confirmed in writing)
 - b. Written warning
 - c. Final written warning
 - d. Suspension
 - e. Permanent ban
- 3 The penalty imposed or action taken for any particular incident will depend on the seriousness of the breach and any previous penalties imposed. Examples of conduct which would normally warrant more serious action such as instant dismissal from the market include, but are not limited to:
- 4 Serious breach of conduct or behaviour, which in the reasonable opinion of the Town Council brings the market into disrepute.

- 5 If the Trader is convicted for selling counterfeit or stolen goods or is in receipt of a caution, formal warning similar offences from the Trading Standards the Police or any other Government Agency.
- 6 Assault, including verbal assault or abuse on a member of the public, Town Council Officers or other Traders.
- 7 Failure to make payment of their pitch fee, outlined within the time limit as specified by a delegated Town Council Officer.
- 8 Failure to comply with the current Health and Safety requirements affecting their stall, market site or environs.
- 9 Continued and constant undermining of Town Council Officers' authority and / or obstructive behaviour which prevents the Officers from carrying out their duties effectively.
- 10 The Trader will be notified in writing of any action taken against them.
- 11 All formal action taken will be recorded held by the Town Council for a maximum period of 12 months.
- 12 At this stage any complaints or grievances from the Trader regarding the action taken would need to be made to the Town Clerk who after investigation would come to a decision. This would then be conveyed in writing to the Stallholder.
- 13 If at this stage the Stallholder still wishes to appeal against the action taken against them, they would need to follow The Town Councils formal Complaints Procedure. A copy of which would be issued on request.

Please note: It is the Trader's responsibility to read and understand these Terms & Conditions of Trade.

Should you need assistance/clarification in this, please contact the Town Council for help.

I confirm I have read, understood and agree to the "Bletchley Market- Terms & Conditions of Trade."

Signed by or on behalf of the Trader

Name..... (Trader)

Signature.....

Date.....

Signed on behalf of the Town Council

Name.....

Signature.....

Date.....

These Terms & Conditions are valid from 1 September 2018.

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