



STALL HOLDER TERMS AND CONDITIONS

IT IS IMPORTANT THAT YOU READ AND AGREE TO THE FOLLOWING TERMS AS THEY FORM PART OF YOUR AGREEMENT TO OPERATE A MARKET STALL.

We bring to you attention the following conditions of operating a stall or pitch at the **Hailsham Street Market**, hereafter known as "**HSM**". Failure to comply with the terms and conditions of the HSM or any reasonable instruction from the market staff, manager or operators may result in your immediate removal from the market, barring from future markets and forfeiture of any fees paid. We also reserve the right to share information with other operators regarding conduct at the HSM.

1. You, hereafter referred to as "The Stall holder" agree to accept and be legally bound by the terms of the "Stall holder terms and conditions"
2. The HSM operators or persons acting with their authority decision will be final.
3. The HSM operators and/or provider reserve the right to remove any trader at any time, at their discretion.
4. The Stall holder must hold and present a valid certificate of public liability insurance of not less than 1 million pounds which must include and permit market trading.
- 4b. The Stall holder will comply with all relevant Health and Safety legislation as prescribed by, but not limited to, The Health and Safety at Work Act 1974, Health and Safety Workplace (Regulations) Act, Control of Substances Hazardous to Health Regulations, Manual Handling Operations Regulations, current food hygiene regulations, the Food Safety Act 1990, and The General Food Regulations 2004 No.s 852/2002, 852/2004 835/2004.
5. The Stall holder will also comply with the weights and measures Act, Trade Descriptions Act and The Sale of Goods Act where applicable.
6. The Stall holder will be responsible for ensuring compliance to additional, relevant or new legislation and seek further advice and comply as required.
7. The Stall holder will understand and maintain his/her duty of care to persons and property in and around the market area, highway and other areas considered part of the operations of the HSM. The Stall holder accepts any and all responsibility for liability arising from the operation of his/her pitch and immediate surrounding area and indemnifies the HSM operator/provider and his agents from any claims associated with such area.

8. The Stall holder will actively and diligently work and operate in such a way as to reduce the possibility of causing, contributing to or allowing an accident, incident or near miss to occur and will report any incidents, accidents, hazards or near misses to the operator and/or provider or their representative immediately.
9. The Stall holder will comply with equal opportunity legislation and will ensure that no persons are disadvantaged because of a physical or mental characteristics or are treated in a discriminatory way.
10. The Stall holder is not permitted to leave, dump, or discard any rubbish in or around the market area and is responsible for removing all trade and personal waste, from or generated by his/her stand at the conclusion of the market. Non compliance to this clause will result in additional cleansing charges being levied.
11. Where bins are provided, bulky matter must be broken down and rubbish is only to be placed in, not left at the side of, the container.
12. The operator and/or provider will assign you a pitch so that you may trade, display, advertise or promote your business or operation. The Stall holder will only operate as originally specified on his/her market application/acceptance form and will not deviate from this without the express written permission of the operator and/or provider.
13. The operator and/or provider will seek to reduce incidences of duplicated products and/or services but makes no guarantee of exclusivity.
14. The operator and/or provider will charge and the Stall holder will pay a fee. The fee will include a trading licence fee, market pitch fee and where requested a trading structure.
15. The Stall holder shall not move, remove, dismantle, alter, adjust, modify or damage property belonging to the operator/provider or allow or permit it to occur. The operator/provider will not be liable for any damage or loss whatsoever that you incur.
16. The trading area of the HSM will not be subject to a road closure on the day of the market. Stall holders cannot load/unload on the Vicarage Field precinct and must not use bus stop or other restricted areas to load/unload. They must be ready to trade at 08:30hrs and until 15:00hrs. Stall holders are reminded the area will be open to pedestrian traffic throughout the day. The Stall holder must set up safely so as to ensure public safety.
17. If a Stall holder has not arrived by his/her stall by 07:45hrs it will be assumed the Stall holder is not attending. The operator reserves the right to re-let the stall; no refunds or credit will be issued.
18. The Stall holder must not occupy space outside his/her designated area or encroach onto others' trading areas or walkways. Additional stock must be stored safely within the confines of the market pitch.

Please read, print and sign to accept the following statement:

I acknowledge and accept the stall holder terms and conditions.

Signature **Date**