

FROME TOWN COUNCIL

TERMS & CONDITIONS OF TRADING

1. Grant

The Market Trader ('Stall Holder') will be granted the right to use the market venue on market days for the sale of goods, as outlined in a Schedule, as directed by the Council. Such right shall not be removed without prior consultation with the stallholder (which for a regular trader will continue from week to week, and for a casual trader daily). EXCEPTING AND RESERVING that Frome Town Council has the full right and liberty not to hold a market on such day or days as it thinks fit, after due consultation.

2. Conditions

The Market Coordinator is the appointed representative of Frome Town Council on the market and is responsible for running the market in line with Frome Town Council's strategy and corporate priorities.

3. Conduct

The Stallholder shall always conduct their business in an honest, civil, business-like manner. The stallholder must not interfere with the business of other traders and must always act in compliance with any instructions given by the Market Coordinator. The stallholder shall promptly notify the Council in writing of any changes to their contact details.

The Trader must be actively engaged in the business and in trading from the stall; no person other than the trader or their agents and/or employees (paid or unpaid) shall use the stall or sell or offer for sale any articles from the stall.

The use of obscene language or any act or conduct which may cause offense to other traders, Market Coordinators, or members of the public is strictly forbidden. Abusive or discriminatory behaviour is not permitted.

Any act, including shouting or throwing items, which is performed to a degree or extent likely to be a nuisance or annoyance to other traders or members of the public, is forbidden. Traders are not allowed to perform any act that may cause persons to congregate around the stall, causing obstruction in any gangway or roadway.

No fighting, drugs (promotion or consumption), or smoking in the vicinity of the market stalls is permitted. The use of radios, tape recorders, record players, or the production or reproduction of music is forbidden unless for demonstration purposes only.

Traders shall comply with and ensure that their agents and/or employees (paid or unpaid) comply with all relevant statutes, statutory instruments, local acts, byelaws, and common law.

Traders are expected to present a positive image at the market and to treat customers, fellow traders, and others with courtesy at all times. They must not bring any adverse publicity to the market, fellow traders, or the Council, including on social media.

No sign other than those connected with the retail business shall be displayed on the stall. All such signs must comply with the Trades Description Act 1972.

All traders must adhere to current legislation, including The Consumer Rights Act 2015, Licensing Act 2003, and Weights and Measures Act 1985.

4. Market Hours

The trading hours unless otherwise agreed will be between 9am – 3pm. Trading shall not take place before or after the market times. Stallholders must keep their stall open for business for the entire duration of the market unless by prior arrangement with the Market Coordinator.

The Market Coordinator may, at their discretion, cancel the market or change trading timings on any given day, and the Council shall not be liable for any loss incurred because of the cancellation.

5. Insurance

The Stallholder agrees to indemnify the Council from and against all claims, demands, proceedings, damages, costs, charges, and expenses howsoever arising and that public liability insurance covering a minimum of ten million pounds (£10m) must be maintained. Current valid insurance certificates should be available on request.

6. Unavoidable Delay

In the event of a trader arriving late, the Market Coordinator may hold the pitch open if they have been contacted prior to the deadline time. If a trading position is reserved and the trader fails to attend without notifying the Market Coordinator, the Council reserves the right to hold that trader liable for the payment for use of that position.

7. Holidays

Regular traders are entitled to 6 weeks' annual leave and a Trader Holidays Form will need to be complete no later than a month prior to the planned annual leave.

8. Health and Safety

All Traders/Stallholders must ensure that they comply with the requirements of the Health and Safety at Work Act 1974 and regulations made thereunder. They are reminded of their civil law duty of care to the public, which extends to the provision of safe equipment and articles used in connection with their trading activities.

Traders are required to comply with all reasonable improvement requests to safety directed by the Market Coordinator. In adverse weather conditions, see Severe Weather Protocol document.

9. Market Charges

The Market Coordinator cannot accept cash. All traders must pay in advance to confirm their booking. Payments must be made by BACS using an online banking facility or by prior arrangement, monthly invoicing. Cash, cheque, or PayPal will not be accepted. Non-payment by the Stallholder, when requested by the Market Coordinator or their representative, will be treated as termination or if payment is not received by market day, an additional fee may apply.

Payment is non-refundable. The Market Coordinator has the authority to use their discretion in cases of illness, compassionate leave, or extenuating circumstances where a trader must leave the market before the end of trading.

The Council reserves the right to review charges as they see appropriate, giving a minimum of 14 days' notice. Any trader who is VAT registered must declare it to the Market Coordinator and to the relevant tax authority.

10. Trading Options

A regular Trader trades at a specific Frome Market for 48 weeks a year after a 3-month initial period. After the initial period, the Regular Trader is allowed 6 weeks of annual leave a year.

Stallholders who do not attend regularly or according to their application and do not notify the Market Coordinator in advance of the reason may forfeit their Regular Trader status and be charged the pitch fee for the market not attended.

A seasonal Trader trades at a specific Frome Market for a limited period, usually from April 1st to October 31st each year – they will be deemed casual traders in terms of pitch fees.

Seasonal traders who do not attend the market regularly between April and October may forfeit the right to an allocated pitch, and their pitch may be given to another trader. A casual trader is defined as a trader who trades on a non-permanent basis at a Frome Market. Pitches will be allocated subject to availability, and relevant documentation must be available to show the Market Office prior to a pitch being given.

11. Allocation of Pitches

The Market Coordinator reserves the right to change the allocation of stall positions for the overall benefit of the market. Stall holders where possible will be informed in advance. Pitch allocations shall be made taking into account the type of goods the trader is selling. Where a trader refuses to accept the trading location offered, they will be requested to leave the market. Negotiation can take place, but the market coordinator's decision is final. The Council reserves the right not to allocate a trading position even if it is vacant.

12. Trade Waste

Frome Markets do not supply bins for trade waste. The Trader is responsible for the control, collection, and removal of all trade waste from in and around their stall and to maintain their stall, ensuring it is free from rubbish and in a clean condition during trading and that no goods, boxes, or litter are left at the end of the trading day.

13. Goods to be sold / Changes in Listed Goods

Frome Markets will require a detailed list of what a trader intends to sell. Only goods authorised by the Market Coordinator can be sold or displayed

Any request for additions or changes in the type of goods must be requested in writing and approved by the Market Coordinator prior to being sold or displayed. No prohibited goods will be sold at the market, please refer to the prohibited items and goods document.

14. Fire

All traders must ensure there is adequate means of firefighting within their unit. Additionally, traders must ensure that all fire extinguishers are inspected annually by a competent person, and a record must be kept.

All traders, particularly those using electric and gas, must provide suitable firefighting equipment for the equipment used on their stall, e.g., carbon dioxide, foam, powder, or wet chemical fire extinguishers.

15. Access and Egress on Market Premises

1. All vehicles on any Frome Market must use only the approved entrances and exits.
2. No vehicle shall exceed 5 mph in market areas.
3. Vehicles must park in accordance with the directions of the Market Coordinator.
4. All traders' vehicles must be removed as soon as possible from the market prior to trading, or at the Market Coordinator's discretion.

16. Employment of Children and Young Persons

All traders who bring persons under the age of 18 onto the market must comply with The Children Protection at Work Regulations 1998. The Market Coordinator must be informed if persons under the age of 18 are to be present at a market stall (paid or unpaid).

17. Use of Frome Stalls/Gazebos – where applicable

In most cases Frome Weekly Market traders will provide their own fit for purpose commercial stall or gazebo with sufficient weights – usually 3 on each leg.

Where council gazebos are used, the following terms apply.

In the event of damage caused by any trader to a Council-owned stall/gazebo, the cost of repairing such damage shall be recoverable from that trader by the Council, and in default of any such payment shall be recoverable by legal action.

For the safety of all concerned, traders will not be allowed onto a market site while the stall structures are being built. Completion will be declared only after the health and safety handover between the stall contractor and the Market Coordinator is complete. The Market Coordinator may phase in certain stalls early if they deem it safe to do so.

Once supplied, the stall, gazebo, or umbrella, including any weights and straps, should not be altered, added to, tampered with, or moved in any way as this may render it unsafe. If the structure becomes unsafe due to tampering or changes made by the trader, the trader will be responsible for any damages or injuries.

All weights will be counted in and out, with any shortages charged to the trader. All traders are responsible for maintaining the stall and its fittings in a clean condition. If the equipment is not left in the same condition, cleaning charges may apply.

All goods must be stored, exhibited, or exposed for sale within the defined area of the stall only. Goods will be allowed to drape the front of the stall, provided they are hung from the equipment that is within the confines of the stall area. Such goods must be flush to the stall edge.

No alterations to the structure, size, shape, or position of the stall shall be permitted without the consent of the Market Coordinator. Traders are not permitted to encroach on the aisles in a way that impedes pedestrian movement around the market or presents a safety hazard or that may be detrimental to the efficient operation of the market. Any request for stall/unit/pitch transfer will be examined individually.

18. Notice to Terminate or Suspend

Notice in writing must be given of a stallholder's intention to leave the market, such notice to expire at the close of the next appropriate Market Day after receipt of such notice.

Non-compliance with the terms and conditions of trading will result in:

- First instance: a verbal warning.
- Second instance: a written warning being issued to the trader.
- Third breach: the permission to trade at the market will be revoked.

The trader has the right to appeal a warning letter or permission to trade being revoked. This will be investigated by the Marketing and Communication Manager; their decision will be final.

Frome Market reserves the right to refuse or revoke trader permission to trade at any of their markets for the following:

- Abuse, either verbal or physical, aimed at a Market Coordinator, or Frome Town Council employee carrying out their duties, or members of the public attending the market, or another trader.
- Causing, permitting, or becoming culpably involved in a serious breach of good order.
- Conviction of a criminal offense.

Any notice required to be served by the Council shall be deemed to be served if delivered personally to the Stallholder, or if sent by post or emailed to the Stallholder's last known address.

19. Complaints / Grievance Procedure

Traders are requested to comply with all reasonable requests made by the Market Coordinator. If a trader feels they have been mistreated or that the request of the Market Coordinator was not reasonable, they should put their grievance in either a letter or email to the Market Coordinator; all such correspondence will be treated in strictest confidence.

If after the decision by the Markets Coordinator the stallholder is still aggrieved, the matter will be referred to officials at Frome Town Council for a decision. You can also make a compliment or complaint online by emailing info@frometowncouncil.gov.uk

20. Application

Applications for places at the markets must be made in advance and include relevant documentation. An application is not a guarantee of a placement, and additional forms may be required for food/drink traders and electricity usage. Failure to adhere to the Terms and Conditions listed above will result in an allocated pitch being withdrawn. We reserve the right to amend these Terms and Conditions at any time. We will inform traders if we do so, but it is also the trader's responsibility to regularly check for updates.