



BELLINGHAM PARISH COUNCIL

BELLINGHAM INDOOR MARKET: STALLHOLDER AGREEMENT

This document is the statement of general policy and arrangements for Bellingham Indoor Market. It also acts as an agreement between Stallholders and the Market.

The overall product policy is the responsibility of Bellingham Parish Council. Day-to-day responsibility for ensuring this policy is put into practice will be delegated to the Parish Clerk/relevant Councillor(s).

POLICY AMENDMENTS

This policy will be updated periodically. Proposals for changes will be notified to all stallholders and four weeks allowed for comments. This policy shall be provided to customers on request.

1. Stallholders:

People attending the stall must be clean and tidy. Smoking at the stall is strictly prohibited. Stallholders are responsible for removing their own rubbish at the end of the day. Any spillage must be notified to the Market manager and cleaned up by the stallholder.

2. The Market

Water, adequate toilet facilities and electricity will be provided by the Market.

The market will operate from 9.00am - 1.30pm on the third Saturday of every month. It will be held at Bellingham Town Hall, Bellingham, NE48 2AA.

3. Produce

The Parish Council reserves the right to remove sub standard items.

The stallholder must ensure that vehicles and containers meet the appropriate hygiene condition for the task of transporting produce to market (cross contamination of food for consumption with materials transported around the farm or from wholesalers must be avoided)

4. Maintaining competition and choice:

The selection and balance of produce available at the market will be agreed by the Parish Council.

Each stallholder must inform the Parish Council what products they intend to sell before being accepted to the market. They must not offer additional products without agreement of the Market management, obtained in advance, not on the day of the market. The Parish Council reserves the right to remove such goods.

All applications for stalls will be considered on a 'first-come, first-served' basis preference will be given to the most local producer when a space becomes available at the market, without compromising quality.

All decisions will be at the discretion of the Parish Clerk, in consultation with the Parish Council.

5. Guest Stalls:

"Guest stalls' may accepted on a regular basis to create diversification and choice for our shoppers or in cases when it becomes impossible to find a local producer for a key product. No more than 10% of a markets annual stall population may be 'guest stalls'.

6. Stalls:

Each 'stall' in the market will comprise a 6 foot table for produce. These will be provided by the Parish Council. They can be dressed by stallholders as required as long as no damage is done to the tables. Stallholders may be able to bring their own display stands/tables if required, but this will need to be agreed in advance with the Parish Council. **Please let us know as soon as possible if this is the case.**

It may be possible for stallholders to rent more than one table if they have a large amount of produce, but this will be at the discretion of the Parish Council.

It is strongly recommended that all stallholders have mobile card machines that allow them to take card payments from customers.

Allocation of stalls is at the discretion of the Parish Council - we cannot guarantee that you will always get the same space in the hall.

Sub-letting of stalls is not permitted.

7. Fees:

These are currently set at £10 per table per month. These will be confirmed by the management committee annually, and reviewed and published periodically after full consultation with stallholders. For community, new, and particularly smaller enterprises, at the Parish Council's discretion, these can be waived, especially for their first visit.

Fees should (preferably) be paid in advance, but no later than the day of the market. Bank transfer is preferred but cash or cheque can be accepted.

8. Regulatory Compliance:

All food products must comply with all relevant regulatory standards, e.g. Food Standard Agency HACCP regulations and traceability. Produce preparation, packaging, display and handling must comply with local Environmental Health Organisation regulations. All stallholders/producers must have been approved by their local EHO and TS.

Stallholders are responsible for ensuring they comply with the Food Safety (General Food Hygiene) Regulations 1985, the Food Safety (Temperature Control) Regulations 1995, the Food Safety Act 1990 and any more relevant legislation which may be passed from time to time, whilst adhering to trading standards legislation.

Produce weighing and labeling and signage must comply with Trading Standards legislation. Prices must be clearly displayed on the items themselves, or on relevant boxes or containers, or on a list in close proximity to the goods.

Stallholders selling organic food must display details of accreditation (issuer, certificate number and date of issue) on their stalls.

Stalls should be clearly identified by Business name. It is also recommended that they should be able to give details to customers (and inspectors) of who they are, and preferably what they do, where they are located and their contact information, e.g. telephone number, website, e-mail address etc.

9. Insurance:

All stallholders must hold Public and Product Liability Insurance of a minimum of £5 million. The market management may occasionally require up to date details of stallholders' insurer and policy number. If a stallholder 'employs' (even on a voluntary basis) someone to mind their stall they must have Employers liability insurance.

10. Non-food stalls:

Priority for all non-food stalls will be given to applicants within 20 miles of the market. Examples include crafts related to agriculture/forestry etc, coppicing/ wood products particularly if using local wood, woolen goods, especially if using local wool, and plants and flowers that are raised locally.

11. Setting Up and Taking down

Stallholders will have access to set up their stalls from 8.30am onwards. The site must be cleared by 2pm at the latest.

Stallholders shall not use any means of sound amplification or other mechanical means of attracting attention to a stall. The playing of audio equipment, other than by way of short tests on stalls selling these items is included in this restriction.

Packing up should not begin before the market closes. Stallholders selling out before the end of the market should remain at the market until it closes as it has

a detrimental affect on the overall look of the market (treat this time as an opportunity to promote your produce and your business for future events).

Please note that on-site parking in Bellingham is relatively limited. If it is possible to drop off whatever is needed to set up your stall and then park elsewhere in the village then this would be ideal. If not, we would be grateful if you could park as considerately as possible.

12. Non-attendance:

Excluding exceptional circumstances, a stallholder must give 15 days notice of non-attendance. This must be provided directly to the Parish Clerk. Failure to notify non-attendance may lead to the fee for the month being charged regardless of attendance.

13. Monitoring compliance:

In the interest of protecting the integrity of the market and all stallholders who use it, the Parish Council can request information to support compliance with these policies annually.

14. Excluding an existing stallholder:

Anti-social behaviour by the stallholder or a member of their staff will mean instant dismissal from the market.

An existing stallholder will only be excluded on a majority vote of the Parish Council. Reasons for exclusion could include:

1. Concerns about quality of produce, which will be discussed first with stallholder;
2. Complaints from customers, which must be investigated with the stallholder before a decision is taken;
3. Persistent late arrival at markets &/or not turning up without **15** days notice. A stallholder will receive one verbal and one written warning before being excluded and a new stallholder selling similar products may then be invited to join the market.
4. Failure to provide evidence of compliance with these policies on request.

15. Closure or amendment to the market:

Bellingham Parish Council can cease the market or change its format, date or location with one months' notice to all stallholders.

16. Disclaimer of liability

Bellingham Parish Council, their officers and their servants shall not be responsible for:

Stallholders shall indemnify Bellingham Parish Council from and against all claims and actions in respect of personal injury suffered, whether fatal or otherwise, whilst on the market area which may be caused or occasioned in

connection with the market and against all costs and proceedings arising there from.

Any damage, theft or loss however caused in respect of any exhibits, produce or other property in transit to or from the market or throughout the duration of the market period.

Anything that may happen to visitors, members, stallholders or their employees or to any stall or property brought to or used at the market.

Any losses incurred due to the market being cancelled in the event of severe weather, road works or obstructions to the market i.e. fallen trees or obstructions that are beyond the Council's control. In exceptional circumstances i.e. bad weather or road works, both prior to or during a Market, it is the decision of the Parish Clerk and Parish Council to cancel a market. The Parish Clerk will give as much notice as possible before the market date and all stall holders will be contacted. Please note that Bellingham Parish Council is not responsible for any losses incurred to traders due to this cancellation.

Signed:

Parish Clerk - Bellingham Parish Council

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Stallholder

Business name.....

Signature.....

Date:.....