

Visiting Markets and Trading Events - Terms and Conditions

The information requested below is necessary to cover our obligation to ensure that visiting markets are trading and working legally with necessary operational procedures in place.

Applicant Information	
Name & brief description of visiting market / trade event:	
Date/s you would like to attend:	
Trading hours do you wish to operate:	
Applicant Title <i>(Mr, Ms, Etc):</i>	Applicant Full Name:
Designation: <i>(Relationship to market/trade, e.g., Owner, Responsible officer, Representative)</i>	
Who will attend on the day?	Name: Contact number:
Registered business name if different from trading name:	
Charity Number (If applicable):	
Charity governing documents may be requested.	
Are you a member of a trading guild or representative umbrella organisation? Please tell us which ones/ provide certificates.	
Registered business address:	
Town/City:	Post Code:
Tel One:	Tel Two:
E-mail address:	

Website:

Social Media *(Please provide usernames if you are happy for us to promote your channels):*

Facebook	Twitter	Instagram	Other
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We wish your visit to be a success and encourage a collaborative approach when promoting your attendance. To this end, we request to be added as an event host on Facebook and to be tagged in relevant posts across social media platforms to allow this approach.

Do you have Public Liability Insurance? Please provide a current copy for validation. Provider: Policy Number: Start date of policy: End date:	Do you have Employers Liability Insurance? Please provide a current copy for validation. Provider: Policy Number: Start date of policy: End date:
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What other venues do you attend?

When visiting the Town Centre venue - a maximum of 70 pitches permitted at 3m x 3m if occupying the entire High Street.

The maximum number of traders may change dependent on size of stalls and the venue.

Approximate number of stalls attending:

Approximate size of pitch spaces to be used:

When visiting the Town Centre venue, off-site parking – we currently have limited space to provide offsite parking and will direct your traders to the area on the day.

Please advise how many vehicles will need a parking space.

Town Centre on-site parking – no onsite parking is allowed unless trading is undertaken directly from a vehicle, e.g. food vendors. Rules relating to other venues may differ.

Any other requirements?

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Definitions
A market is defined as a “concourse of buyers and sellers”, a means by which the exchange of goods and services takes place as a result of buyers and sellers being in contact with one another, either directly or through mediating agents or institutions. This includes yet may not be limited to: Car Boot Sales, Farmers’ Markets, Table Top Sales, French / Italian Markets, Christmas Markets, Antique Fayres, and other Specialist Markets.

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In this instance, the location is defined as within the market authority area.

“Our”, “we” or LLTC - This refers to Leighton-Linslade Town Council.

“Visiting Market or Trading Event Organiser”, “Operator”, ‘I’, “you”, “your” or “they” – This refers to you, the individual or company that organises the visiting market.

PLEASE NOTE: All terms & conditions are subject to Leighton-Linslade Town Council’s discretion, through the Market Manager or their representative. From time to time, LLTC may impose additional operational restrictions in accordance with activities being undertaken and/or Government or other authority, temporary rules, and guidance. The market or trading event may be cancelled on the day or ahead of trading on the grounds including and not limited to, public safety including severe weather, acts of god, terrorism, one off sporting event, etc. In this instance you will receive a full refund.

The Council reserves the right to refuse any application.

In the interests of impartiality and to safeguard the Council administration as an independent body, the use of the market authority area for Party Political purposes and all other activities associated thereof will not be granted unless special circumstances determine otherwise. As the Responsible Officer to the Council, the decision to either grant or refuse permission will rest with the Town Clerk.

The Council does not accept any responsibility whatsoever for any loss or damage howsoever caused to the personal property of the operator or traders.

Visiting Market or Trading Event Operator and your attending traders:

- a. Agree not to engage in any false or misleading conduct including, but not limited to, selling counterfeit goods or mislabelling goods.
- b. Agree that LLTC is not liable for theft or loss of goods.
- c. Agree to be respectful to local business owners and their property.
- d. Agree to ensure the site is free of waste before leaving. All waste to be taken away.
- e. Agree to restrict vehicle speeds to 5mph within the market location.
- f. Agree to comply with current legislation regarding appropriate licensing is in place for sales of certain products (e.g., food hygiene and safety, alcohol, tobacco, knives, etc.).
- g. Agree to ensure all gas cylinders and appliances have a Gas Safety procedure certificate. This may be requested on the day.
- h. Agree to ensure that electrical items comply with annual PAT tests, certificates may be requested on the day. Each stall must have rubber electrical cable covers, cables should be covered if they are on the ground.
- i. Agree to hold relevant and valid insurance policies. *N.B.* All traders must have a minimum of £5 million Public Liability Insurance and Employee Liability where applicable. This may be requested on the day.
- j. Agree to stay within the area of the market.
- k. Agree that only small portable low noise generators will be used and positioned to ensure that:
- l. Agree to not present a danger to the passing public; they do not present a fire or similar hazard risk to the stall or goods displayed; they do not produce fumes or any airborne solids, or noise, including vibration beyond that reasonably expected in normal use, having regard to the proper functioning of any equipment; any inflammable fuel not being used shall be stored

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away from the stall in a location and container conforming to The Petroleum (Consolidation) Regulations 2014.

- m. Agree to evidence how they are reducing (or not using) the use of single use plastics and the use of recyclable serving trays. This is in line with our environmental aims.
- n. Agree that no live or recorded, including radios to be on site until after 9:00am and ceases at 4:00pm, only with appropriate licences in place.
- o. Agree that no part of the market/trading area is to be used for any other purpose other than the purpose of the booking.
- p. Agree that no part of the market/trading area is to be used for any unlawful purpose or in any unlawful way.
- q. Agree that the Council will not be held responsible for the hygiene of any food prepared on or off site.
- r. Agree not to permit any sweepstake, raffle, tombola or other form of lottery to take place within the market/trade area except a lottery:
 - i. Which is lawful under the Lottery and Amusements Act 1976, and
 - ii. For which the prior written consent of the Council has been obtained, and
 - iii. Which is conducted strictly in accordance with the relevant statutory provisions.

The Operator or their attending representative:

- a. Will ensure s/he is and remains easily recognisable on the day e.g., hi-vis vest, uniform.
- b. Will ensure s/he always remains easily contactable on the day providing contact details, e.g., mobile phone number.
- c. Will remain responsible for on the day operational activity ensuring the organiser's risk assessment is adhered to.
- d. Will take instruction from LLTC's representative if asked to resolve an issue or problem.

The Operator will:

- a. Ensure that all traders and their representatives have the right to work in the UK.
- b. Submit copies of relevant insurance documents no later than 4 calendar weeks before the agreed trading date. Original documents must be available on the day and presented upon request.
- c. Submit list of traders, with stall size and product line no later than 2 calendar weeks prior to the attendance date. We will then confirm the layout, no variation will be allowed on the day without prior agreement with our representative.
- d. Submit a risk assessment no later than 4 calendar weeks prior to date of attendance. This will incorporate any Government guidelines at time of delivering the market, e.g., Covid-19 safe practices. Attendance agreement will be dependent on submission of an adequate Risk Assessment.

Confirmation of attendance

Trading dates, hours and other relevant details will be agreed and detailed in writing in addition to this document.

Payments, amendments & cancellations

- a. Full payment will need to be made to Leighton-Linslade Town Council directly from the principal organiser for the agreed amount, no later than 14 calendar days prior to attendance. We are unable to take cash payments.
- b. The payable amount will be agreed and detailed in writing by email or letter.
- c. If you need to cancel your booking, we request a minimum of 14 calendar days notice in

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writing before the market takes place, in order to be eligible for a refund.
d. If such notice is given less than 14 calendar days before the event takes place, this may result in a handling fee being charged (to be agreed on a case-by-case basis)

Disputes & complaints

- a. Any decisions made by LLTC officer in charge on the day is final. Non-compliance will result in event being cancelled immediately and no reimbursement of fees.
- b. If you have any complaint in reference to matters relating to this booking, Leighton-Linslade Town Council or their representative(s) this must be made in writing to the Council within 7 days after the event.

The contact details on this form will be used to contact you for operational reasons only, please opt-in below if you agree for us to:

Send you information about relevant markets, events & campaigns that may be of interest to you

We will store this information electronically and securely for 12 months from date of enquiry or for 12 months from the last date you have traded with us. The Town Council's Privacy Notice can be viewed on its website.

Please ensure that we are notified of any change in your contact details.

I certify that the information provided is true and complete to the best of my knowledge. Completion of this application form is not confirmation that an attendance date has been agreed. If this application is successful I understand that any breach of Terms and Conditions can result in termination of any agreement to operate within Leighton-Linslade.

By signing this application I confirm that I have read, understood and will adhere to the Visting Markets Terms and Conditions.

Signature:

Print Name:

Designation:

Date (dd/mm/yyyy):/...../.....