



## Andover Markets 2024

### Trader Terms & Conditions

**This document applies to Andover markets operated by Test Valley Borough Council, with the exceptions of Andover Christmas Festival and Second Sundays which operate under separate terms and conditions.**

#### Applications & Selection

1. Traders who apply for a pitch are not guaranteed a place. The success of your application will be based on best fit for the event and consideration of how your stand will complement other traders.
2. The event organisers reserve the right to refuse and review applications at any time.

#### Criteria

We will consider the following criteria when selecting traders for our events:

Locality	We will give preference to traders from Andover, Hampshire & the surrounding region.
Quality	We look for traders of well made products using quality materials or ingredients and with a strong brand presentation.
Sustainability	We will give preference to traders who demonstrate planet positive choices, for example in their choice of packaging and materials.
Inclusivity	We will choose traders that we consider will appeal to the event audience, offering a range of products and prices.

#### Pitch Fees & Booking

3. When applying for a market you must select your requirements from the options below:

Pitch Fees:

£30	single (3x3m) pitch
£60	double (6x3m) pitch
£60	Street Food vehicles/trailers
£5	electricity add on

4. Pitches of each size and type, including those with access to electricity supply are subject to availability.
5. If your application is successful you will receive a confirmation email from the event organisers with a secure link to book and pay the stall pitch fee via Pitchbooking.com.
6. Your pitch payment must be made via this link, using a credit or debit card.
7. Pitch fees are exempt from VAT.
8. Your trade space is not confirmed until the full pitch fee has been paid.
9. If a trader has not paid by 14 days prior to the event opening, the event organisers hold the right to replace said trader and refuse a trading place. You will be notified if this is the case.

## **Equipment**

10. Gazebos and display equipment, including tables and chairs are not provided.
11. If an electricity supply is required this must be booked in advance. Any portable electrical equipment must have a current PAT test certificate. Electricity is not provided for charging phones/tablets/card readers. Please bring these fully charged to the event or use your own portable chargers.
12. Unreasonably noisy or polluting equipment is not permitted. Only silent generators are allowed and must be agreed in advance by the event organisers.

## **Market Layout**

13. The exact location and dimensions of each stall will be determined by the event organisers. This decision is final.
14. Traders should remain within their allocated trading space, not encroach on walkways or other stalls, and keep emergency access clear.
15. Traders should inform the event organisers well in advance of the event of any particular requirements for your stall, physical needs or extenuating circumstances. This will help us to plan accordingly and accommodate such needs where possible.

## **Market Operations**

16. Vehicles are allowed on the market site within a specific window of time, which will be communicated to traders in advance. Vehicles should not enter or exit the market during trading hours to maintain a safe environment for customers.
17. Stalls should be fully set up and ready for trade half an hour before the market's scheduled opening time. Stallholders are expected to display their goods and produce until the market closes and are not permitted to dismantle their stalls prior to the market's scheduled closing time.
18. Stallholders must vacate the market within one hour after the market's closure. Vehicles will not be allowed on site until the market has officially closed.
19. Traders are expected to maintain a tidy and hygienic environment at all times.
20. All waste generated must be removed by traders from the market site and disposed of appropriately. A waste transfer note may be requested. Any dirty water or ice should be appropriately disposed of. Traders selling hot food must provide at least one front-of-house bin.

21. A Temporary Event Notice will be arranged by the event organisers to cover sales of alcohol by traders for on/off site consumption. Traders may request a copy of this licence.
22. Any form of aggressive, abusive, or intimidating behaviour is strictly prohibited. Non-compliance will result in immediate expulsion from the market(s).

### **Trader Documentation / Checks**

23. All traders must carry a minimum level of £10,000,000 combined Public and Product Liability insurance. Evidence of this insurance must be provided on application. Any applicants failing to provide this information will not be permitted to trade at the markets.
24. Traders selling food products must be able to produce a health and hygiene certificate or equivalent certification on demand to the event organiser and should be registered with their local Environmental Health Department, providing a copy of their certification on application.
25. Traders may be required to provide a risk assessment or method statement on request.
26. Traders must ensure that all their equipment is Portable Appliance Tested (PAT), and gas users must carry an up-to-date Gas Safety Certificate. Compliance with all relevant statutes, including those related to food hygiene and health & safety, is a must.

### **Health & Safety**

27. All Traders are obligated to adhere to safe working practices. These include understanding their individual and employer responsibilities in relation to health and safety at work, adhering to safety measures, carrying out equipment checks and keeping working practices up-to-date.
28. Traders are responsible for supplying first aid to their staff. A first aid box is required at each stall for use by staff. Those selling food products must include waterproof blue plasters in their first aid kit.
29. Equipment and wiring should be properly insulated and earthed. All sockets, plugs, and wiring should be suitable for outdoor use and protected from the elements. Cable covers must be used over any trailing wires to prevent trip hazards. If we find faulty or untested electrical items within your stall, you will be asked to disengage the equipment or may have to cease trading with no refund of your fee.
30. Traders using electricity or gas at markets must have a dry powder fire extinguisher as required by the Regulatory Reform (Fire Safety) Order 2005. Ensure your extinguishers have not reached their expiry date. Food traders are required to have a fire blanket.
31. If the event organiser agrees to the use of a silent generator, adequate care must be taken, including the prohibition of refuelling while the machine is hot.

### **Cancellation Policy**

32. If a trader cancels their booking in writing giving at least 14 days notice, their full pitch fee will be refunded. We aim to do this within 28 days of notice of cancellation.
33. If a trader cancels their booking but does not meet the above cancellation policy criteria, their pitch fee will only be refunded if the event organisers can find an appropriate replacement – this decision will lie strictly with the event organisers.

34. In the event that a trader fails to give adequate notice for cancellation, and a suitable replacement cannot be found, their pitch fee will be deemed non-refundable.
35. If an event is cancelled or postponed by the event organiser, all traders will be offered a full refund. In this case, the event organisers will aim to give at least 7 days' notice unless, in unforeseen circumstances such as inclement weather or other reasons beyond our control by which we will inform traders as soon as possible.

**Prohibited and Restricted Trading**

36. Stalls representing political parties or political views are not permitted. Any trader breaching this prohibition will be required to leave forthwith.
37. Traders whose businesses require a licence or registration may only trade while such licence/registration is in force.