BISHOP'S STORTFORD MARKET APPLICATION AND LICENSE

1ST APRIL 2026 – 31ST MARCH 2027

1. General Market Information

1.1. Pitch sizes for all markets are 3 metres x 3 metres, unless otherwise agreed. Licensees may trade on multiple adjacent pitches if the license so permits. There may be pitches allocated that are smaller or larger than specified above.

1.2. The general market operates on Thursdays and Saturdays between 08:30 and 16:30 with pitches available across North Street, Market Square, Potter Street and South Street. There are removable bollards around Market Square for traders to gain access to the area. Bollards need to be replaced after use. Failure to do so will result in the traders being invoiced an administration fee together with any cost for loss or damage.

1.3. The Farmers and Craft market operates on the first Saturday of the month between 09:30 and 13:30 (except for January and August) along North Street (the road will not be closed to traffic). Traders must have created or produced the items they intend to sell.

1.4. The market team is on site from 08:00 on all market days (subject to sickness and holidays) and will be available to issue parking permits (should you require one) and unlock the electrical bollards. The parking permit is valid in Apton Road car park (CM23 3SN) and the Link Road car park (CM23 2BA) only. See the market rules and regulations for further information regarding parking.

1.5. For Farmers and Craft traders only, the Town Council will endeavour to provide gazebos (for hire) except when prevented from doing so by circumstance beyond its control. Gazebo hire is operated on a first come first served basis (please see page 17 for kit hire fees).

1.6. Gazebos of 3m (frontage) by 3m and one trestle table of 6ft, will be provided. The market team will allocate pitches and gazebos according to traders' requirements.

1.8. If the gazebo is not returned in good repair, appearance, and condition when it is returned, then Bishop's Stortford Town Council shall be entitled to make the required repairs within a reasonable time of taking possession of the gazebo and invoice the Licensee for the cost of the repairs.

1.9. Bishop's Stortford Town Council will continue to monitor the implications of Government guidelines and legislation and regulation of Coronavirus (Covid 19) on markets and will be paying attention should the Government impose any restrictions.

Useful Contacts

Bishop's Stortford Town Council
(Market Authority)
The Old Monastery
Windhill, Bishop's Stortford
CM23 2ND
Market@bishopsstortfordtc.gov.uk
http://www.bishopsstortfordtc.gov.uk

Market Team
Tourist Information Centre
2 Market Square
Bishop's Stortford
CM23 3UU
Email: Market@bishopsstortfordtc.gov.uk
Tel: 01279 715001
Mobile: 07479 522838

East Herts District Council
(for food licenses, TENS etc)
Wallfields
Pegs Lane, Hertford
SG13 8EQ
Tel: 01279 655261
http://www.eastherts.gov.uk/
Email: enquiries@eastherts.gov.uk

National Market Traders Federation
Hampton House, Hawshaw Lane
Hoyland
Barnsley
S74 0HA
Tel: 01226 749 021
http://www.nmtf.co.uk/

2. Pitches and Commodities

2.1. Licensees and pitches will be allocated by the Council in the best interests of the market.

2.2. Licensees are not permitted to set up (without prior consent and valid license) in pitches that have not been allocated to them. If works are taking place in an allocated pitch or the allocated pitch is for some other reason not available, no refund will be due where there is an alternative pitch available anywhere on the market.

2.3. Licensees are responsible for providing, erecting and dismantling their own stalls with the exception of Farmers and Craft Market Licensees that have hired a kit from the Council. The kits will be provided except when the Council is prevented from doing so by circumstances beyond its control. Kit hire is operated on a first come first served basis.

2.4. Once set up, stalls and merchandise must be no less than 1.6 meters from any building or obstructions (street furniture) to create a passageway for pedestrians. Licensees must trade from within the boundary of the pitch. The market team also request that dropped curbs are not obstructed.

2.5. The Licensee will indemnify Bishop's Stortford Town Council against any and all claims arising out of or related to the Licensee's use of the gazebo.

2.6. Licensees do not acquire any enduring right to retain a specific pitch.

2.7. Other than in emergency or for urgent operational reasons the Council will normally consult in advance on proposed reallocations however the Council reserves the absolute right to reallocate pitches as it sees fit.

2.8. The Council reserves the right to charge any Licensee the full cost of repair or renewal to any Council property, including equipment related to the markets where, in the reasonable opinion of the Council, the Licensee or anyone working with the Licensee caused the damage.

3. Market Rules and Regulations

The following rules and regulations will be enforced by the markets team of Bishop's Stortford Town Council ("the Council").

Nothing in the regulations below shall be construed as placing an obligation on the Council to provide a market on the days specified, but it is agreed that the Council will endeavour to provide the market except where prevented from doing so by circumstances beyond its control.

It is the responsibility of all Licensees to acquaint themselves with the trading regulations regarding their own specialist area and abide by them. The Licensee must ensure that all staff are properly trained to meet the necessary standards and regulations. Certificates of proof must be available to the Council on request.

3.1. Licenses

3.1.1. Licensees must ensure that they comply with all relevant legislation regarding the employment of minors. Any child under the age of 18 must be under the supervision of an adult at all times and is not permitted to operate a market stall independently.

3.1.2. Any breaches of the license agreement will be addressed in accordance with the procedures set out in the Code of Conduct. (The Code of Conduct is a separate document, available on the market page of the Bishop's Stortford Town Council website).

3.1.3. All market traders must hold a valid license agreement signed by the Licensee and Council before commencing trade. Without a signed License Agreement, trading is strictly prohibited.

3.1.4. To prevent market monopolisation, each licensee may hold only one license at a time.

3.1.5. The License is personal to the Licensee and may not be transferred, resold or sub-let. The stall must be always operated by the Licensee, or their representative.

3.1.6. Licensees must only sell goods which have been specified in their application and approved by the Council unless otherwise agreed in writing with a Council Representative.

3.1.7. The goods specified on the application form must be main line products that make up most of the stock.

3.1.8. Licensees may request lines are added to their License in writing. Additional lines must form the mainline of products. Licensees must supply product details. The decision of the Council on such matters will be final. Licensees that sell multiple lines will be assessed on the predominant items that they sell. The Council does, however, reserve the right to decline any application if it considers that any trade or line will be over-represented in the market.

3.1.9. No Licensee will be given the exclusive right to sell any item, type of item or range of items, and the Council may accept product lines that compete with existing Licensees.

3.1.10. Licensees selling alcohol must be granted a Temporary Events Notice (TENs) from East Herts District Council prior to trading at the market for each trading day. Bishop's Stortford Town Council will issue the Licensee with a pitch reference to complete the TENs application form. It is the Licensees responsibility to obtain the TENs in good time ahead of the trading day. The Licensee must provide Bishop's Stortford Town Council with proof that the TENs has been granted. The Licensee will not be permitted to trade if the TENs is not granted or obtained.

3.1.11. The sale of tobacco, vape products, poppers, live animals, fireworks, offensive/ornamental/replica weapons, pornographic material, unsafe goods, illegal/chemical substances that may cause injury or death, any items that may be associated with (or promoting) drug use, or counterfeit goods is prohibited.

3.1.12. Only fur produced as a by-product of food prepared for consumption will be permitted to be displayed or sold. To abide by this, a market trader must evidence the validity of the product by providing a letter of certification from the supplier that the fur has been produced as a by-product of food consumption.

3.1.13. As required by the Hallmarking Act (1973), all traders selling gold, silver, platinum or palladium must display a dealer's notice (gov.uk/guidance/hallmarking-how-businesses-can-comply-with-the-law).

3.1.14. Traders Selling pet food and pet treats must meet the requirements laid down by the Food Standards Agency (food.gov.uk/business-guidance/pet-food).

3.1.15. All Licensees wishing to carry out a street collection or distribute free literature at the market must comply with East Herts District Council's Street Collection regulations and have a valid license to do so issued by East Herts District Council.

3.2. Parking

3.2.1. Unless otherwise agreed in writing by the Council, no vehicle belonging to a Licensee or their staff may be parked in the market area.

3.2.2. Licensees parking in Link Road or Apton Road car parks may obtain a parking permit from the Council. This permit entitles the Licensee to purchase a reduced-price parking ticket and to park a commercial vehicle. Please note that this only applies to Link Road and Apton Road car parks.

3.2.3. Market traders are eligible for a discounted rate, subject to the terms and conditions established by East Herts Council. A valid pay and display ticket and the appropriate trader permit must both be clearly displayed on the vehicle windscreen at all times.

3.2.4. Licensees parking at Apton Road or Link Road must park in a designated market trader space where one is available. If no designated market trader space is available then Licensees may park without penalty in any other space but must ensure they are wholly within the bay markings, with both their pay and display ticket and parking permit from Bishop's Stortford Town Council always clearly displayed. Failure to comply with any of the above may incur a Penalty Charge Notice.

3.2.5. It is the responsibility of each Licensee to ensure the Council has the registration number of all vehicles which require a parking permit. Failure to do so may result in the Licensee receiving a Penalty Charge Notice.

3.2.6. Parking permits will be issued annually by the markets team, in line with the relicensing year. It is the responsibility of the Licensee to inform the markets team if they require a new permit at any other time.

3.2.7. Misuse of parking permits may result in the Licensees permit being terminated. If a trader parks in a car park not covered by the parking permit issued by the market team, they are liable for any penalties or Penalty Charge Notice they may receive.

3.2.8. The Council will not, in any circumstance, be responsible for any penalty charges or fines incurred by any Licensee.

3.2.9. The market team strongly advise against arriving late for the market, as the roads are not closed to traffic, and we cannot guarantee that the public are not using pitches that are in parking bays. On busy market days, and during busier trading times of the year, it is strongly advised that Licensees park their vehicle early, as the car parks can get full.

3.2.10. For up-to-date information on car parks in Bishop's Stortford, please visit East Herts District Council website here:

www.eastherts.gov.uk/highways-and-parking/details-our-car-parks/car-parks-bishops-stortford

3.3. Litter and Waste

3.3.1. Licensees must ensure that all pitches and the immediate surrounding areas are cleared of all refuse generated by their business throughout the day and at the close of business each day. This includes sweeping pitches and the immediate surrounding areas.

3.3.2. The Council does not provide waste disposal facilities at the market. It is the responsibility of the Licensee to ensure that all refuse generated is removed at the end of trading and disposed of legally and appropriately; not in public litter bins and not onto the highway including pavements.

3.3.3. Licensees providing containers for food or drink consumption at the market must also provide disposal.

3.3.4. If a Licensee does not dispose of and/or remove trade waste in accordance with this clause (litter and waste) the Council may remove the waste and charge the Licensee the reasonable cost of removal and disposal. The Market Team may also initiate stage 1 of the code of conduct if the licensee continues this behaviour.

3.4. Behaviour

3.4.1. Licensees are expected to present a positive image at the market and to treat customers, fellow Licensees, the markets team and others with courtesy at all times. Licensees are also required to conduct themselves in a manner that does not bring any adverse publicity to the market, fellow Licensees, or the Council (including comments made online and in publications).

3.4.2. A Licensee shall not ring a bell, blow a horn or use any other noisy instrument to attract the custom of any person to any sale or to any goods intended for sale.

3.4.3. A Licensee shall not permit any dogs, cats or other animals (whether domestic or otherwise) to come onto any stall on any part of the market except where the animal is an assistance dog for a person requiring such assistance.

3.4.4. The following must always be observed by Licensees and any other person operating a stall:
No swearing, arguing or fighting.
No drugs (promotion or consumption)
No children

3.4.5. Responsibility for adherence to the rules and for the behaviour of any person employed or manning a stall remains with the person to whom the license was allocated. Failure to adhere to behaviour rules may result in immediate suspension/termination of the License, and the Licensee may be asked to leave the market.

3.4.6. Council staff may use visible body-worn cameras when attending the market to help maintain a safe environment. Cameras are not in constant use; if recording is necessary, staff will inform those involved. All recordings are managed in accordance with data protection legislation. For more information, please visit:
(https://www.bishopsstortfordtc.gov.uk/council-services/market)

3.5. Electricity

3.5.1. The socket in the electrical bollard is a 240v/230v 16-amp commando socket (female).

3.5.2. Traders will need to provide a 16-amp male commando plug. pitches may be located up to 20 metres away from the bollard. It is the Licensees responsibility to bring adequate length cables/extension leads and cable covering. It is the responsibility of the Licensee to ensure that cables are covered, weatherproof and in good repair. The Council does not provide equipment for trader usage.

3.5.3. Licensees may only use electrical equipment that it is in good condition, not altered, weatherproof and suitable for outside use. All electrical equipment must have a valid up to

date PAT test certificate (dated within the last 12 months). Dated invoices will be considered for equipment that less than 12 months old.

3.5.4. Licensees must not plug in any electrical devices that are not suitable for a 240v/230v bollard with 16 amps per socket.

3.5.5. Licensees will be allocated one socket regardless of the number of pitches purchased.

3.5.6. Licensees will be allocated the amount of electric requested on the application form (e.g., lighting/tills). If Licensees have several electrical appliances that exceed 16amps, the Licensee must use and pay for two sockets.

3.5.7. Licensees must ensure that trailing cables do not present any hazard and are suitably protected or at a safe height. Alternatively, Licensees must cover any cables entirely with cable covering.

3.5.8. Pitches may be located up to 20 metres away from the bollard.

3.5.9. Distribution of electricity within the pitch is the responsibility of the Licensee.

3.5.10. Electricity supply is to be used to assist trading only.

3.5.11. Licensees must contact the Council immediately if there is a problem with an electrical bollard.

3.5.12. Licensees must not attempt to re-activate a bollard if the circuit breaker has cut the electrical supply.

3.5.13. Unless permission to use electricity for cooking has been given in writing and the appropriate fee paid, Licensees are only permitted to use the electricity supply for appropriate lighting, scales and tills.

3.5.14. Should Licensees require electricity an electrical bollard key may be required. Keys can be obtained from the Council and a £25 returnable key deposit in cash is required.

3.5.15. Failure to adhere to the above may result in the Licensees electrical usage being reviewed.

3.5.16. Generators must be located so as not to be accessible to members of the public or other unauthorised persons. All cables must be routed away from pedestrian traffic routes to avoid tripping hazards and must be protected from mechanical damage.

3.5.17. No re-fuelling or storage of fuel is allowed on site.

3.5.18. Where the Council considers that a generator is too noisy, they will require that the generator be switched off immediately.

3.6 Presentation

Bishop's Stortford Town Council aims to maintain a market that is visually appealing, professionally presented, and enticing to both customers and Licensees. To achieve this, all Licensees are required to have a high standard of presentation and merchandising.

3.6.1. All Licensees are required to ensure their stalls meet the following criteria for good presentation:

1. **Gazebos and Steel Frames:**
    a. Must be clean, well-maintained, and free from visible damage, tears, or stains.
    b. Gazebo roofs and walls must be securely attached and properly tensioned to ensure a neat appearance.
    c. Gazebo roofs and walls must be neat and have a coherent design
    d. Frames must be stable, safe, and free of significant rust or peeling paint.
    e. Branding, signage, or decorations must be professionally produced, clean, and securely affixed. Handwritten signs are discouraged unless neatly presented.

2. **Vehicles Used as Stalls:**
    a. Vehicles must be clean, well-maintained, and free from significant dents, rust, or peeling paint.
    b. Branding or advertising displayed on the vehicle must be professional, legible, and in keeping with the market's aesthetic.
    c. Products displayed around or on the vehicle must be arranged in a tidy and organized manner.

3. **General Stall Presentation:**
    a. Merchandise should be arranged attractively, showcasing the products clearly.
    b. Table coverings (if used) must be clean
    c. Table coverings must be used and extended to the ground on all visible sides where stock is being stored underneath tables.
    d. Waste, surplus packaging, and empty boxes must be stored out of sight during trading hours.

These standards are designed to ensure the market remains a desirable and enjoyable destination for customers. Regular inspections will be carried out to ensure compliance.

3.5.1. For tips on how to make your stall look its best and how to promote your business refer to the new trader checklist on our website. You can also view the market shopping charter:

https://www.bishopsstortfordtc.gov.uk/Market.
Bishop's Stortford Market Social media page: https://www.facebook.com/p/Bishops-Stortford-Market-100078245393879/

3.7. The Minimum Quality Standards

3.7.1. Unless otherwise agreed with the Council Licensees may only trade from gazebos, metal-framed stalls, trailers, or specialist trading vehicles.

3.7.2. Stalls, fixtures and fittings must be of a good quality and meet Health and Safety requirements. Metal clips and weights should be placed inside the stall.

3.7.3. Gazebos must cover all the fixtures and fittings and should be clean and in good repair. Unless used for extensive display, prices or other information Licensees are strongly encouraged to have clear side sheets or sheets that have a clear window to present a clear view.

3.7.4. Tarpaulins/skirts should be used to cover all fixtures and fittings.

3.7.5. Cardboard boxes are not permitted to be used to display stock.

3.7.6. Licensees are strongly encouraged to have a skirt around the bottom of the stall to hide any fixtures and fittings.

3.7.7. Licensees are strongly encouraged to keep their stall adequately stocked and clearly price all products and display a returns policy. They should also display details of payment methods accepted etc, and public liability insurance to increase shoppers' confidence.

3.7.8. It is mandatory for food traders to clearly display their food hygiene rating and allergen information for their products.

3.8. Trading Hours, Loading and Unloading

3.8.1. General Market Trading hours are 8.30am – 4.30pm. Farmers and Craft Market trading hours are 9.30am – 1.30pm. No Licensee is permitted to trade outside of trading hours unless permission is given in writing by the Council.

3.8.2. Licensees must occupy their allocated pitch by 8.00am on each market day unless express permission has been given by the Council. The decision of the Council on such matters will be final. Licensees must be set up and ready to trade by 8.30am for the Thursday and Saturday market, and 9:00am for the Farmers and Crafts Market.

3.8.3. The market is closed on Christmas Day, New Year's Day, and public holidays.

3.8.4. Vehicles will be allowed on the market area whilst unloading and loading. This should be done as quickly as possible, on a 'drop and go' basis. Unloading vehicles must be removed by 8.30am, aside from trading vehicles. Loading vehicles must be removed by 5.30pm or 2:30pm at the Farmers and Crafts Market, where the market area must be cleared (stalls and vehicles).

3.8.5. Vehicles and trailers that are used to sell products such as street food, specialist trading vehicles (with serving hatch/opening, products displayed inside the vehicle or trailer) and refrigerated vehicles are legitimate vehicles that can remain onsite during the market. These vehicles and trailers shall at all times be in a roadworthy condition and have the relevant documents i.e., insurance, tax and MOT. All other vehicles must not remain onsite at the market outside of loading and unloading times. There is no parking within the market area.

3.8.6. Vehicles must not be left unattended at any time whilst unloading and loading and must be positioned to cause minimum disruption to others. Vehicles must not block the highway at any time. Licensees cannot reserve spaces or prevent parking by other legitimate users in the market area.

3.8.7. Licensees using disabled bays and pavements to load or unload do so at their own risk.

3.8.8. The market team can close the market down in exceptional circumstances and the Licensee must vacate their pitch as soon as possible. If the Licensee continues to trade after they have been instructed to leave, the market team may impose a permanent ban preventing the trader from trading in the future. You should note that trader insurance is generally invalid if the market is closed by the operator.

3.8.9. If a Licensee fails to attend without notifying the market team on two consecutive weeks or six occasions in a 12-month period, the trader agreement will be reviewed. Exceptional circumstances will be taken into consideration.

3.8.10. Adhoc/weekly Licensees are encouraged to book market dates as far in advance as possible, with at least 72 hours prior to the market.

3.8.11. At the market team's discretion, if you are a regular trader, who is up to date with payments you will receive a rent-free period of up to two weeks whilst you are away. You are required

to give the Council 2 weeks written notice of holiday requirements in order to be eligible. Retrospective rent-free periods will not be honoured.

3.8.12. A regular trader who is absent through illness and has provided a medical certificate, will be granted a maximum of 3 weeks free of market charges in any 12-month period. The first week of illness will be charged at the full cost of the pitch, with the waiver of daily charges being introduced from the second week onwards.

3.8.13. If you are absent for more than 4 weeks through illness, where certification is provided, we will consider allowing you to remain as a regular trader without charging you further. This is at the market team's discretion.

3.8.14. If as a regular trader, you suffer a close family bereavement, you will be allowed one day's trading absence in any 12-month period and no daily charge will be payable for that day.

3.8.15. Licensees will be advised of any special requirements surrounding specialist market events such as different loading/unloading times, parking arrangements etc. Licensees are required to follow these requirements.

3.8.16. Where Licensees are repeatedly late to the market on three separate occasions, stage 1 of the Code of Conduct will be initiated.

3.8.17. The Council reserves the right to exclude or/and to terminate the License of any Licensee who has breached the market rules and regulations or falsified their application information or whose actions are not in the best interests of the market.

3.8.18. The Council can seek the immediate removal of a Licensee, their employees, attendants, or any other person associated with the Licensee, who in the Councils opinion, is causing a nuisance, annoyance or danger to other Licensees, Bishop's Stortford Town Council representatives or the public or who damages any property of the Council.

3.8.19. The Council reserves the right to exclude and/or terminate the License of any Licensee, should the Licensee, their employees, attendants, or any other person associated with the Licensee be demonstrating threatening or abusive behaviour, foul language, substance abuse or drunkenness, harassment, intimidation, discrimination or bullying towards the public, or be found interfering with Bishop's Stortford Town Council Representatives whilst attending the market.

3.9. Liability and insurance

3.9.1. Proof of public liability cover (minimum five million pounds) must be provided in all cases by the Licensee. Licensees not displaying evidence of public liability insurance or providing evidence of their insurance if requested will not be permitted to trade until this has been rectified. No rebate of the stall fee will be given in these circumstances.

3.9.2. Licensees must notify the Council of any changes in insurance and provide copies on request and on renewal.

3.9.3. A Licensee shall indemnify the Council from and against all actions, proceedings, damage, claims, losses or outgoings of whatever nature arising out of the Licensee's use of any stall, pitch, vehicle, gazebo, bollard or stand etc. on the market.

3.9.4. A Licensee shall have no claim for compensation for any loss whatsoever (other than amount equal to the pitch fee paid) on the termination or suspension or where a pitch is not available

or made available to the Licensee for whatever reason, nor for loss or damage to stock, to stalls or to any other items brought onto the market by the Licensee.

3.9.5. The Council will not be responsible for personal injury or death unless the personal injury or death has been caused by the negligence of the Council or its officers or agents.

4. Complaints procedure

4.1. Complaints by Licensees in respect of any matters affecting the market must be brought to the attention of the markets team promptly.

4.2. Relevant action and notification to the complainant of the result of the complaint will be issued by the Council in writing.

4.3. If a complainant is not satisfied with the action taken by the markets team, the matter may be referred in writing to the Chief Executive Officer of the Council in accordance with the complaints procedure. This is available on Bishop's Stortford Town Council's website.

5. Health and Safety Requirements

5.1. Bishop's Stortford Town Council is committed to delivering and improving a safe market for both Licensees and customers. The Council requires Licensees to co-operate with the markets team in regard to risk assessments of the market, both as a whole and of individual stalls.

5.2. Licensees are required to ensure that their stalls are positioned not obstructing the highway in a way which impedes any movement around the market by either vehicles or pedestrians or impedes the operation of the market.

5.3. Unless otherwise agreed with the Council, Licensees may only trade from gazebos, specialist trading vehicles (with serving hatch/opening, products displayed inside the vehicle or trailer), trailers or metal framed stalls.

5.4. With the exception of stalls selling electrical goods, CDs and records, the use of amplified sound is prohibited. Licensees using amplified music and/or copyright material must be in possession of the appropriate permissions, such as PRS for music.

5.5. Auctions (real or mock) are not permitted.

5.6. The decision of the Council is final on the interpretation of matters of health and safety.

5.7. Licensees that trade from gazebos or steel frame stalls must have gazebo weights on each gazebo leg or cross bar every trading day. The weights should be suitable for the weather conditions (this could vary in one single trading day) and appropriate for the type of stall. In windy conditions vehicles may not be used as a substitute for Licensees' gazebos or be used as an anchor/weight.

5.8. In the event that 30mph+ winds are predicted or occur during the market, the Council will issue a weather advisory email to Licensees. Licensees may be required to take specific safety measures including: rolling up gazebo sides or tarpaulins, securing stock or other precautions deemed necessary by the Council. Compliance with these instructions is mandatory and non-negotiable

5.9. In the event that 40mph+ winds are predicted more are predicted or occur during the market day, the Council will issue a weather advisory email to all Licensees. Licensees are not permitted to erect gazebos, tarpaulins on steel-framed stalls, or awnings, and all tables, products and other stall items must be securely fixed. Compliance with these requirements

is mandatory and non-negotiable. The council recognises that adverse weather may affect stock; however, health and safety takes priority, and these measures are implemented to ensure the market is safe for all traders and visitors. Licensees who fail to comply may have their market licence reviewed and may face suspension or termination in accordance with the code of conduct. If the Council determines it is necessary to close the market due to adverse weather, refunds will be issued as follows: a full credit if closure occurs before 12:00 noon, or 50% of the pitch fee if closure occurs after 12:00 noon.

5.10. The issue of weather advisory emails does not imply market cancellation. The market will proceed unless the Council instructs otherwise.

5.11. Food traders are expected to:

A Register in accordance with the provisions of the Food Premises (Registration) Regulations 1991.

B Comply with the Acts relating to food hygiene and the Regulations made thereunder, and to immediately comply with the requirements of the Environmental Health Officer.

C Provide a food hygiene training certificate at a minimum rating of level 2 dated within the last 5 years.

D Provide a current food hygiene rating of a minimum rating of 4.

E Food hygiene training and rating certificates must be available on request by the markets team at any time.

F. Provide a food risk assessment, and this must be available on request by the Council.

F Register with the Environmental Health team in the district where the business address is located.

G Consider what is required to ensure that they maintain an adequate level of food and personal hygiene. This many include facilities for the hygienic washing and drying of hands, hygienic sanitary arrangements, sneeze guards etc.

H Any Licensee whose food hygiene rating drops below the above, or is found to be contravening any food safety, trading standards or consumer protection legislation will be required to remove the goods, and the market team may suspend them from trading on that day and/or until the relevant guidelines have been adhered to.

5.12. It is mandatory for food traders to clearly display their food hygiene rating and all allergen information for their products. This includes listing all allergens next to each product/meal for the public to see.

5.13. The 14 allergens that must be listed, by law, are:

Celery, cereal containing gluten (such as wheat, rye, barley, and oats), crustaceans (such as prawns, crabs and lobsters), eggs, fish, lupin, milk, molluscs, mustard, peanuts, sesame, soybeans, sulphur dioxide and sulphates, and tree nuts.

This also applies to additives, processing aids and any other substances which are present in the final product.

The above requirements for food traders are non-negotiable.

6. Payment and Payment Plans

All Tariffs

6.1. Pitch fees and other charges are determined by the Council and will be notified to Licensees in writing once approved by the Council. The Council will usually review all pitch fees and other charges annually such as any fees for any specialist market events but may do so at any time.

6.2. Fees are for one pitch on each of the specified market days.

6.3. Bishop's Stortford Town Council reserves the right to charge for the entire footprint of fixed sized vehicles, trailers and specialist trading vehicles including any tow bar or any other non-selling space. We reserve the right at any time to levy the whole charge or relocate the Licensee to another location where the overhang is otherwise not saleable.

6.4. All bookings made by weekly and adhoc traders will be communicated to Licensees by email.
All invoices will be communicated to Licensees by email.

6.5. Market fees must be paid by cash, bank transfer, or standing order.
Account details are below. Please reference the invoice number or the business name and the event or market:

Account Name: Bishops Stortford Town Council
Account Number: 00105598
Sort Code: 30 90 84

7. Additional Tariffs Terms

The following terms are specific for the corresponding payment plan on the application form.

TARIFF	ADDITIONAL TERMS
NEW TRADER	Available to traders who have traded on Bishop's Stortford Market on no more than 2 days in the past 24 months. The Licensee is required to pay in advance of their first trading day. Licensees will not be entitled to a refund or additional trading day for non-attendance. Any advance payment will be forfeited. Licensees who wish to cease trading or wish to change to another tariff at the end of the trial period must give seven calendars days' notice in writing to the Council.
MONTHLY PAYMENT	Licensees on the monthly tariff may trade for up to 52 weeks per year (outside of public holidays or market closure) but will only be charged for 48 weeks per year. Licensees are contracted to pay monthly for a minimum of 3 months thereafter Licensees who wish to cease trading or wish to change to another tariff must give 1 months' notice in writing. The notice must end at the end of a calendar month. For example, if the Licensee gives notice on the 15th of January, they will still be required to pay the remainder of January and the whole of February. Any outstanding debts which remain to be paid will become payable immediately on termination or prior to the Licensee transferring to their new tariff. Licensees moving from the monthly tariff to another tariff cannot move back onto the monthly payment tariff for 6 months. Licensees moving to this tariff part way through a calendar month will pay £14.80 per pitch per trading day in the part month and in full for the following month. Licensees will be required to pay in cash for the entirety of the part month on the first trading day under the tariff. Payment for invoices is due on the 1st of each month. Invoices are paid one month in advance. Licensees may purchase additional pitches on an ad hoc basis at £14.80 per pitch per trading day. To benefit from this ad hoc rate Licensees are required to notify the Council in writing to advise the number of additional pitches and the day(s) on which they are required no later than the 15th of the preceding month. Otherwise, the cost remains at £17.50. Where rent arrears are more than two weeks, or where rent payments are repeatedly in arrears by any amount, late payment fees may be levied in accordance with the scale set out in the Late Payment of Commercial debts (Interest) Act 1998 and successor legislation or regulation. Where rent arrears are more than four weeks the Licensee will be suspended from trading until the whole debt has been settled. Late payment fees in accordance with the scale set out in the Late Payment of Commercial debts (Interest) Act 1998 and successor legislation or regulation may be added to the whole debt even if the Licensee is suspended from trading. The licensee must inform the markets team of any absences, in writing, 72 hours in advance, failure to do so will initiate stage 1 of the Code of Conduct.

SICKNESS AND CONDOLENCE POLICY	The section below is for Sole Traders only on the monthly tariff: Short Term Sickness - Where absent through illness and reasonable notice has been given to the markets team in writing with a medical certificate; the Council may credit a maximum of 2 weeks in any current licensing period. Long Term sickness – Where absent through illness for 4 weeks or more, and reasonable notice has been given to the markets team in writing with a medical certificate, the Council will consider each case in the light of individual circumstances. Condolence - For the death of a close family member (defined as below) one trading day will be credited, where reasonable notice has been given to the Council in writing (for the purpose of this policy, a close family member includes husband, wife, partner, child, parent, or person standing in loco parentis. A family member does not include grandparent, aunt, uncle, or sibling).
WEEKLY / ADHOC PAYMENT	Licensees must book at least 72 hours (outside of public holidays and weekends), prior to the market, and may only attend when permission has been given, and email confirmation has been sent by the markets team. With limited pitches available at the market, the Council encourages and welcomes Licensees under this tariff to book dates several months in advance to increase the likelihood of market availability. Licensees are required to notify the Council in writing (email or text accepted) of any trading days they wish to cancel giving no less than 72 hours' notice (outside of public holidays and weekends). Failure to do repeatedly may result in the Licensee being suspended from trading and all future bookings cancelled. The Licensee will be issued with a warning should they fail to pay the fee when requested by the markets team.
FARMERS AND CRAFT MARKET	Licensees must have created or produced the items they intend to sell. Licensees must book and pay at least 5 working days (outside of public holidays and weekends), prior to the market, and may only attend when permission has been given, and email confirmation has been sent by the markets team. With limited pitches available at the market the Council encourages and welcomes Licensees under this tariff to book dates several months in advance to increase the likelihood of availability. The Council encourages bookings for the upcoming quarter. If payment is not received at least 5 working days (outside of public holidays and weekends) prior to the market a late payment fee of 20% of the payment due may apply in addition to the pitch and stall fees. Licensees are required to notify the Council in writing (email or text accepted) of any cancellations giving no less than 72 hours' notice (outside of public holidays and weekends). Any advance payment will be forfeited, and pitches may be allocated to other Licensees.

SPECIALIST MARKETS	Licensees on all tariffs will not receive a refund if they do not attend or cancel a specialist market event. Bishop's Stortford Town Council may use discretion to transfer the payment to another trading date should reasonable notice be given in writing to the Council. No gazebos, or other equipment will be available for hire at specialist market events. Licensees on all tariffs as of 1st October cannot be guaranteed a pitch placement at Christmas Fayre (or any other Christmas time events at the market or additional markets). Licensees will be required to pay the appropriate fees in advance when requested. Licensees may be charged their standard tariff at specialist market events if they have traded at least 9 market dates within the current licensing period. Farmers and Craft traders will be charged their standard tariff at specialist market events if they have traded at over 40% of the farmers and crafts markets in the licensing period. Licensees will not receive a refund if they do not attend or cancel a specialist market event. The Council may use its discretion to transfer the payment to another trading date should reasonable notice be given in writing to the Council.

8. Certificates

8.1. The Licensee must provide the following relevant certificates with their application:

1. Public liability insurance (at least £5 million worth) in date for licensing period.
2. Photo ID.
3. PAT test dated within the last 12 months, or proof of purchase in the last 12 months for electrical equipment use.
4. Gas safety certificate dated within the last 12 months if the Licensee uses any gas appliances.
5. Food hygiene training certificate of at least level 2 dated within the last 5 years if the Licensee sells or uses any food). Current food hygiene rating of minimum rating required is 4.
6. Food risk assessment.
7. Temporary Events Notice (If the Licensee sells on and or off sales alcohol).
8. Licensees must notify the Council of any changes in documentation or certificates and provide copies on request and on renewal.

9. General Information

Equal Opportunities Policy

Bishop's Stortford Town Council is committed to equal opportunities where it applies to both the running of, and the trading on, the market. This means that no one will be treated less favourably or

suffer any detriment on the grounds of sex, race, ethnic origin, marital status, sexual orientation, age, or disability. Bishop's Stortford Town Council is also committed to anti-discriminatory practices with regards to the service of our customers, clients, or contractors on the same grounds as above.

No Licensee may abuse or refuse service to any customer on the grounds of sex, race, ethnic origin, marital status, sexual orientation, age, or disability.

Shoppers Charter

Stallholders must acquaint themselves with any Shoppers Charter provided by Bishop's Stortford Town Council and conduct their business in accordance with the Charter. https://www.bishopsstortfordtc.gov.uk/Market.

Environment

The Council will seek to promote green credentials and will encourage Licensees to be environmentally conscious. We encourage Licensees to offer locally produced products and services with low or zero packaging.

10. Application Process

10.1. Market applications and Licenses are processed on a first come first served basis; and usually processed within 72 hours (outside of public holidays and weekends). Applications will only be processed if the form is correctly completed, and all the requested valid documentation is submitted.

You will be notified if your application and License has been either accepted or rejected together with next steps. Until you have received a notification and acknowledgement from the Council do not assume that your application and License has been accepted, is valid and you are able to trade.

10.2. Once your License is issued, you will receive an email from the market team with the following details:

a. Your signed License.

b. A brief introduction and useful information regarding parking, electrical bollards, loading and unloading, and payments.

Please return the completed form to Bishop's Stortford market team at the Bishop's Stortford Tourist Information Centre, 2 Market Square, Bishop's Stortford, CM23 3UU or email the completed form to: market@bishopsstortfordtc.gov.uk

This is not a valid license unless **signed and dated** by the market team or another representative of Bishop's Stortford Town Council.

10.3. We will review and reissue the market application form on a yearly basis. We may add to or otherwise amend the existing market rules before the license renewal period. We will advise you of any changes in writing, and with good notice.

By signing these terms and conditions, you are agreeing to the market rules set by Bishop Stortford Town Council.

APPLICATION FORM

BUSINESS DETAILS

Contact Name	
Business / Trading Name	
Business Address	
Business Website/Social Media Handles	
Email	
Phone Number	
National Insurance Number	
Vehicle Registration	
Limited Company or Sole Trader?	
Are you VAT registered?	YES ☐ NO ☐

TRADING DETAILS

Please tick the appropriate options where needed.
*specialist trading vehicles (with serving hatch/opening, products displayed inside the vehicle or trailer)

Describe your main product line (e.g. Fresh cut flowers) *main product line are products that make up the majority of stock	
Preferred Market: General Market	Thursday ☐ ___ Saturday__☐__ Both_☐___
Market Square	Friday ☐____ Sunday ☐____ Both ☐____
Farmers and Crafts Market	Saturday (1st of each month, excluding January and August)____
Type of Stall	Gazebo ☐ Council stall (farmers and craft market only) ☐ Trailer ☐

	Steel frame ☐ Other: ☐
Stall size – Trailers and specialist trading vehicles* to include tow bar and opening of door	Width: ____ Depth: _____
Trailers and specialist trading vehicles* only indicate which side the trailer hatch opens	Passenger ☐_____ Driver ☐_____
Number of pitches required (1 pitch is 3m x 3m)	_____
Do you require electric?	For lighting/tills ☐ For cooking/heating/refrigeration ☐ Not at all ☐
If you require electric seasonally, specify which dates:	From: To:
Do you require an electrical bollard key (£25 returnable deposit)	
Food traders only - **Which local authority are you registered with?**	

Tariff	**Price per pitch**	**Electric****	**When and how to pay**	**Tick ONE**
New Trader (who have never traded here before)	£29.60 for 4 consecutive weeks (trading once per week)	Lighting and tills etc: £14.00 for 4 consecutive weeks Cooking: £28:00 for 4 consecutive weeks	Cash to the Council Representative on the first day of trading or by bank transfer 48 hours before first trading date	☐
Monthly Payment (Traders who want to trade every week)	£59.20 per calendar month (trading once per week)	Lighting and tills etc: £14.00 p.c.m Cooking: £28.00 p.c.m	Standing order or cash to the Council Representative no later than 1st of the month	☐
Weekly Payment (want to trade on an ad hoc basis)	£17.50 per trading day	Lighting and tills etc: £3.50 per trading day Cooking: £7.00 per trading day	Cash to the Council Representative on the trading day or by bank transfer 48 hours before first trading date	☐
Farmers and Craft Market Traders (selling handmade items only)	£17.50 per trading day	Lighting and tills etc: £3.50 per trading day Cooking: £7.00 per trading day	Standing order or bank transfer to the Town Council due at least 5 working days before the date of the market	☐

Farmers and Craft Market Traders- hiring a stall	Pitch Fee: £17.50 Stall Hire: £9.50 Total: £27.00 (inc. VAT) per trading day	Lighting and tills etc: £3.50 per trading day Cooking: £7.00 per trading day	Standing order or bank transfer to the Town Council due at least 5 working days before the date of the market	☐

TARIFF DETAILS

**Electricity prices are for one bollard socket only. The price for electricity will double for the use of two sockets.

NEW TRADER TARIFF ONLY – POST TRIAL
After the end of your trial on the new trader tariff, you will need to switch to either the weekly or monthly tariff. For further information about tariffs refer to market rules and regulations.
The trial starts on **and ends on**

After completing my trial, the tariff I would like to be moved to is
I hereby declare that…

- I agree to pay the fee according to the tariff I have chosen above as issued from time to time by the Council, in the method specified in the tariff or as otherwise agreed in writing with the Council

- I acknowledge and accept the additional terms of the payment tariff I have chosen which can be found in the market rules and regulations

Date	Trader Signature
Date	Council Representative Signature

How did you hear about Bishop's Stortford Market?

DECLARATIONS – ALL TRADERS
Market applications are usually processed within 72 hours (outside of public holidays and weekends). However, if the correct documentation is not supplied, this process may take longer.

I hereby declare…	**Please tick**
I have attached my public liability certificate (at least £5 million worth)	☐
I have enclosed a photograph of my stall to demonstrate how my goods are presented	☐
I have enclosed a copy of my photo identification, such as a driving license, and I will provide the original for inspection on my first day of trading	☐
I confirm that I have a right to work in the UK and that Bishop's Stortford Town Council may make such reasonable enquiries as it sees fit to confirm my right to work status	☐
The information above is correct to the best of my knowledge and belief. I accept that I am responsible for ensuring that Bishop's Stortford Town Council is made aware of changes to the above	☐

I have read and agree to abide by the market rules and regulations and understand that they may change from time to time. The market regulations can be downloaded here: https://www.bishopsstortfordtc.gov.uk/Market or a hard copy can be requested from Bishop's Stortford Town Council	☐
I am applying for a license for Bishop's Stortford market and, if awarded, I accept the contract terms below	☐
I agree to pay the fee according to the tariff I have chosen above as issued from time to time by the Council, in the method specified in the tariff. I acknowledge and accept the additional terms of the payment tariff I have chosen which can be found in the market rules and regulations	☐
I understand that I may not trade until permission has been issued	☐
I acknowledge and accept that there is currently no provision for waste disposal at the market. It is the responsibility of each Licensee to ensure that all refuse generated is removed at the end of trading and disposed of legally and appropriately. Proof may be required and certificates and documents maybe subject to audit. Special requests for waste disposal facilities may be requested and will be determined on a case-by-case basis	☐
I consent to Bishop's Stortford Town Council using my business name, details of my commodities, business website or social media when advertising the market	☐
DECLARATIONS – FOOD TRADERS, ELECTRICITY AND GAS USERS ONLY	
I have attached my food hygiene safety training certificates (food traders only). **Minimum Level 2 dated within the last 5 years**	☐
I have attached evidence of my food hygiene rating (food traders only). **Minimum rating accepted is 4**	☐
I have attached my gas safety certificate (**dated within the last 12 months or proof of purchase in the last 12 months)**	☐
I have attached my PAT testing certificate (**dated within the last 12 months or proof of purchase in the last 12 months)**	☐
Please confirm your number of fire extinguishers	

Please note: We will only use your data for the purposes of processing your application and in connection with the License. Your information will not be sold or shared commercially Your information may be shared with other authorities for the purposes of the prevention and detection of fraud, where an appropriate request has been made under the Data Protection Act. During the course of processing or storage, information may reside or pass-through electronic systems outside the EU.

Trader Signature	Date

LICENSE TO TRADE
VALID UNTIL 31st MARCH 2027

FOR OFFICE USE ONLY

LICENSE TO OPERATE A MARKET STALL

This agreement is made on ____/____/_____ between Bishop's Stortford Town Council (referred to as 'The Council' of The Old Monastery, Windhill, Bishop's Stortford, CM23 2ND) and the person specified in the business details/trading details section of this document.

This license is valid until 31st March 2027 unless terminated earlier in accordance with the below. This agreement supersedes all previous license agreements between the parties for the operation of market stall(s) on (market and days) _____in Bishop's Stortford.

The Council authorises the Licensee to operate a market stall(s) on up to_____ contiguous pitches on (market and days)_____in the area specified by the Council within the area customarily used for a street market in Bishop's Stortford. The Licensee may expose for sale or advertise the goods_____

The Licensee **is/is not** licensed to use the supply of electricity from an electricity bollard.

The Licensee agrees to abide by the market Rules and Regulations issued by the Council which may be varied from time to time on giving no less than four weeks' notice.

This License will terminate when superseded by a later License agreement between the parties. The Licensee may terminate the License in writing (including email) in accordance with the terms specified in the tariff they are trading under. Any outstanding debts which remain to be paid will become payable immediately on termination. Bishop's Stortford Town Council reserves the right to terminate this License by giving the Licensee not less than seven calendar days' notice. Refunds of fees paid will only be made as specified in the tariff. The License may be terminated or suspended without notice by the Council if the Licensee contravenes any market rule or regulation. A Licensee may appeal against a decision to terminate or suspend their license to the Chief Executive Officer or such other officer the Council appoints.

Signature on behalf of the Council	Date