Please return the completed form to the Market Manager at Bishop’s Stortford Tourist Information Centre, 2 Market Square, Bishop’s Stortford, CM23 3UU or Market@bishopsstortfordtc.gov.uk

This is not a valid licence unless signed and dated by the Market Manager or another Representative of Bishop's Stortford Town Council. **BUSINESS DETAILS**

|  |  |
| --- | --- |
| Contact Name |   |
| Business Name |   |
| Business Address |   |
| Business Website/Social Media Handles |   |
| Email |   |
| Phone Number |   |
| National Insurance Number |   |
| Vehicle Registration |   |

**TRADING DETAILS**Please circle 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 line products are products that make up the majority of your 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) | Yes No  |
| Food traders only - Which local authority are you registered with?  |   |

**TARIFF DETAILS**

Further terms are detailed in the Market rules and regulations.\*\*Electricity prices are for one bollard socket only. The price for electricity will double for the use of two sockets. See Market rules and regulations for further details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Tariff (suitable for)** | **Price per pitch** | **Electric\*\*** | **When and how to pay** | **Tick ONE** |
| New Trader(Traders who have never traded here before) | £29.60 for 4 consecutive weeks (trading once per week) | Lighting and tills etc: £12.00 for 4 consecutive weeksCooking: £24:00 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: £12.00 pcmCooking: £24.00 pcm | Standing order or cash to the Council Representative no later than 1st of the month |  |
| Weekly Payment(Traders who want to trade on an ad hoc basis) | £17.50 per trading day | Lighting and tills etc: £3.00 per trading dayCooking: £6.00 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(Traders selling handmade items only) | £17.50 per trading day | Lighting and tills etc: £3.00 per trading dayCooking: £6.00 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 (Traders selling handmade items only) | Pitch Fee: £17.50Stall Hire: £9.50Total: £27.00 (inc VAT) per trading day | Lighting and tills etc: £3.00 per trading dayCooking: £6.00 per trading day | Standing order or bank transfer to the Town Council due at least 5 working days before the date of the Market |  |

**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 on the trader tariff, 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](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 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 |  |
| 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**

|  |  |
| --- | --- |
|  | **Please tick** |
| 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 3 |  |
| I have attached my PAT testing certificate (**dated within the last 12 months**) |  |
| I have attached my gas safety certificate (**dated within the last 12 months**) |  |
| Please confirm your number of fire extinguishers |  |

|  |  |
| --- | --- |
| Trader Signature  | Date  |

Please note: We will only use your data for the purposes of processing your application and if successful, in connection with the License. Your information will not be sold or shared commercially. The information on your application may be shared with East Herts District Council, who subsidise the Market. Your information may also be shared with other agencies or 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.

 **FOR OFFICE USE ONLY**

**LICENCE 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 licence is valid until February 2023 unless terminated earlier in accordance with the below. This agreement supersedes all previous licence 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** licenced 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 not less than four weeks’ notice.

This licence will terminate when superseded by a later licence 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 licence 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 licence 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 licence to the Chief Executive Officer or such other officer the Council appoints.

|  |  |
| --- | --- |
| Signature on behalf of the Council | Date |

 **IMPORTANT INFORMATION

APPLICATION PROCESS**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), however your application and License will not join the queue to be processed unless 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 be 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.If your application is accepted and a License is issued you will receive an email from the Market Representative with the following details:

-Your signed licence
-A picture of your pitch location and the address
-Your parking permit (if applicable)
-Some brief information regarding parking, electrical bollards, loading and unloading, and payments

If you sell on or off sales alcohol, you must apply for a Temporary Events Notice from East Herts District Council.

**MARKET INFORMATION**Pitch sizes for all Markets are 3 metres x 3 metres.

**General Market**
Operates on Thursdays and Saturdays between 08:30 and 16:30 with over 20 pitches available across North Street, Market Square (on a slight slope), 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.

The Market Representative is on site from 08:00 on Market days (subject to sickness and holidays) and will give you your parking permit, 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.

Trading starts at 08.30. Vehicles need to be removed from the Market area by 08.30, aside from specialist trading vehicles or refrigerated vehicles. Licensees may unload in the Market area. The pavement and disable bays may only be used as a last resort. Licensees must not block the highway at any time. Licensees must occupy their allocated pitch by 08.00.

**Market Square**
Operates on Fridays and Sundays between 08:30 and 16:30 with 3 to 4 pitches available on Market Square only. Market Square is 12m in length x 10m in width (on a slight slope). The space is also shared by a local restaurant which has tables and chairs on the site, and Christmas tree during November and December. These do not interfere with Market. 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.

**Farmers and Crafts 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.

The Market Representative is on site from 08:00 on Market days (subject to sickness and holidays) and will give you your parking permit, 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.

Trading starts at 09.30. Vehicles need to be removed from the Market area by 08.30, aside from specialist trading vehicles or refrigerated vehicles. Traders must occupy their allocated pitch by 08.00. Loading vehicles must be removed from the Market area by 14:30.

The Town Council will endeavour to provide gazebos except where prevented from doing so by circumstance beyond its control. Gazebo hire is operated on a first come first served basis. Gazebos are 3m (frontage) by 2m and one trestle table of 6ft, will be provided. The Market Representative will allocate pitches and gazebos according to traders’ requirements.
 **USEFUL INFORMATION**
The socket in the electrical bollard is a 240v/230v 16 amp commando socket (female). Traders will need to provide a 16 amp male commando plug. Tradrers’ pitch may be located up to 20 metres away from the bollard so ensure you bring adequate length cables/extension leads and cable covering. Distribution of electricity within the pitch is the responsibility of the Licensee. Please ensure that electrical equipment is in good condition, weather proof and suitable for outside use. Keys for the electrical bollard can be obtained from the Council and a £25 returnable key deposit in cash is required. Licensees may request a bollard key to be sent to them in the post, notification and remuneration must be sent to the Town Council at least two weeks before their first trading day. Should a key be sent to a trader via post, remuneration may be accepted via electronic payments.

Waste disposal facilities are not available at the Market. Any waste generated at the site must be removed from site by the end of the trading day.

Please call 07479 522838 if there is any problems, or contact the Market Representative , who will be based in the Tourist Information Centre at 2 Market Square, CM23 3UU or on 01279 715001

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](https://www.bishopsstortfordtc.gov.uk/market)

Bishop’s Stortford Market Social media page: https://www.facebook.com/Bishops-Stortford-Market-609444032491310

**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 / 07463795870

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/

**MARKET RULES and regulations FeBRUARY 2022**

Nothing in the regulations below shall be construed as placing an obligation on the council to provide a Market on the week 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 such as if adverse weather makes the holding of a Market unsafe for the Market Licensees or the public. In order to meet this obligation the Council may, at its absolute discretion, restrict, re-site or alter the layout of the Market.

CORONAVIRUS (COVID 19)
Bishop’s Stortford Town Council is closely monitoring the implications of Coronavirus (Covid 19) on Markets and will be paying attention to the Government guidelines and legislation/regulation. Holding of Markets will be subject to Government guidelines/legislation which may result in the Markets being restricted, re-sited or altered to accommodate the guidelines. Should the Government impose guidelines which render the Markets inoperable or force closure we reserve the right to cancel the Markets.

The rules and regulations will be enforced by the Market Manager or another Representative of Bishop's Stortford Town Council (“the Council”).

**Licences**

* All traders must hold a valid and current Licence Agreement signed by the trader and the Council before commencing trade and at all times while trading. Without a signed Licence Agreement signed by the trader and the Council, trading will be prohibited
* The Licence is personal to the Licensee and may not be transferred, resold or sub-let. The stall must be operated at all times by the Licensee, a member of the Licensee’s immediate family, or an individual employed directly by the Licensee
* 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 . The goods specified on the application form must only be main line products that make up the majority of the stock
* Licensees may request that lines are added to their License by writing to the Council. Additional lines must form the Licensees mainline of products. Licensees must supply product details, product photographs, and in some circumstances suppliers invoices. It is at the absolute discretion of the Market Manger or Representative to determine if the line should be added to the License
* Products/services that the Licensee is licenced for must be available to purchase or is extensively represented or displayed at the Market. Lines may be removed from a Licensee’s License if the product is not available to purchase from the Licensee or is not displayed at the extensively Market
* 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. The decision of the Council on such matters will be final. Licensees that sell multiple lines will be assessed on the predominant item or items that they sell. The Council does, however, reserve the right to decline any application if it considers that any particular trade or line will be over-represented in the Market
* Farmer and Craft Market Licensees must have created or produced the items they intend to sell.
* Licensees selling on and/or off sale 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 in order to complete the TEN 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
* The sale of tobacco, live animals, fireworks, offensive/ornamental/replica weapons, pornographic material, unsafe goods, illegal/chemical substances that may cause injury or death, or counterfeit goods is prohibited
* All Licensees wishing to carry out a street collection at the Market must comply with East Herts District Council’s Street Collection regulations and have a valid collection licence issued by East Herts District Council
* All Licensees wishing to distribute free literature (leaflets, flyers and other printed matter) must comply with East Herts District Council’s Leaflet Distribution regulations and have a valid licence issued by East Herts District Council
* The use of Chinese lanterns, paper lanterns and helium balloons is not permitted

**Pitches AND COMMODITIES**

* Licensees and pitches will be allocated by the Council as they consider best for the Market. Licensees are not permitted to set up without prior consent and a valid licence or 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
* Licensees are responsible for providing and erecting and dismantling their own stalls with the exception of Farmers and Craft Market Licensees that have hired a stall from the Council
	+ Farmers and Craft Market stall hire: The Council will endeavour to provide gazebos except where prevented from doing so by circumstance beyond its control. Gazebo hire is operated on a first come first served basis
	+ The Licensee must use the gazebo with appropriate care and will comply with all manufacturer’s requirements and recommendations respecting the gazebo
	+ The Licensee will indemnify Bishop's Stortford Town Council against any and all claims arising out or related to the Licensee’s use of the gazebo
	+ 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
	+ 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
	+ Gazebos are 3m (frontage) by 2m and one trestle table of 6ft, will be provided. The Market Representative will allocate pitches and gazebos according to Licensee’s requirements. Where Bishop's Stortford Town Council provides gazebos for Licensees, the Licensee agrees not to modify or damage the stall
* Unless otherwise agreed, a pitch will be 3m (frontage) x 3m. Licensees may trade on multiple adjacent pitches if the licence so permits. There may be pitches allocated that are smaller or larger than specified above
* Licensees must trade from within the boundary of the pitch (for the avoidance of doubt this includes any merchandise or other items belonging or associated with the Licensee).
* Once set up, stalls and any merchandise or other items belonging to or associated with the Licensee must be not less than 1.6 meters from any building or obstructions (street furniture) to create a passage way for pedestrians
* Licensees do not acquire any enduring right to retain a specific pitch. 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
* 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
* 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
* 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. Special permission to use recorded music may be sought from and will be given at the absolute discretion of the Council (so long as appropriate permissions have been sought. Evidence of the permission may be required)
* Auctions (real or mock) are not permitted
* 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

**Trading Hours, Loading and Unloading**

* General Market Trading hours: 8.30am – 4.30pm
* Farmers and Craft Market trading hours are 9.30am – 1.30pm
* Licensees must occupy their allocated pitch by 8.00am on each Market day unless express permission has been given by the Council. Pitches not occupied by 8.00am may be allocated by the Council or its nominated Representative at that time to other Licensees in attendance. The decision of the Council on such matters will be final. Licensees must be set up and ready to trade by 8.30am, and 9:00am for the Farmers and Crafts Market. Where Licensees are repeatedly late to the Market; the Licensee may be suspended from trading and all future bookings cancelled. Any advance payment will be forfeited and pitches may be allocated to other Licensees. Post the suspension period it is at the discretion of the Council to accept the Licensee back to the Market. This decision is final. On return to the Market Bishop’s Stortford Town Council reserves the right to add additional reasonable sanctions
* No Licensee may begin to clear their stall during the stated trading hours unless permission is given in writing by the Council
* The Market is closed on Christmas Day, New Years day and public holidays
* Vehicles will be allowed on the Market area whilst unloading and loading. This should be done as quickly as possible. Unloading vehicles must be removed by 8.30am. 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)
* 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 to make the use of that vehicle on a road legal. All other vehicles must not remain onsite at the Market outside of loading and unloading times. There is no parking within in the Market area
* Vehicles must not be left unattended at any time whilst unloading and loading and must be positioned so as 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
* If Licensees use the disabled bays and the pavement to load or unload this must be as a last resort when no other alternative is practical. Use of the bay and or pavement may result in a parking ticket or fine.
* There are removable bollards around Market Square for Licensees to gain access to the area. Bollards need to be replaced after use failure to do so will result in the Licensees being invoiced an administration fee together with any cost for loss or damage

**PRESENTATION**

It is the intention of Bishop’s Stortford Town Council to ensure that the Market is well presented and adequately stocked to be attractive to potential customers and Licensees. A high standard is required of all Licensees’ presentations and merchandising and in pursuit of this the Council have set quality standards for all Licensees to abide by. These should be regarded as a minimum. Guidance on how to achieve this level can be given by the Council. Should an individual Licensee fail to conform to the quality standards their License may be terminated.

The Minimum Quality standards-

* Unless otherwise agreed with the Council Licensees may only trade from gazebos, metal-framed stalls, trailers, or specialist trading vehicles
* During trading hours, stalls and pitches must be presentable and in keeping with the Market
* Stalls, fixtures and fittings (display stands, tables, etc). must be of a good quality and professional appearance, and meet Health and Safety requirements
* Gazebos must cover all of the fixtures and fittings and should be clean and in good repair (other than when adverse conditions make it unsafe to do so). 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 view of the goods on sale from all directions
* Metal-framed stalls: Tarpaulins must be clean and of good repair. They must also be attached to the stall in a neat and symmetrical manner at all times (other than when adverse conditions make it unsafe to do so) and cover all fixtures and fittings. Preferably these should be of one colour/design. Licensees are strongly encouraged to have clear side sheets or sheets that have a clear window
* Metal clips and weights (where used) must be put on the inside of the stall as this looks neater (and also helps avoid any potential Health and Safety issues)
* Fixtures and fittings must be clean and in good repair
* Licensees are strongly encouraged to have a skirt around the bottom of the stall to hide any unsightly fixtures and fittings or stock such as cardboard or plastic boxes. Skirts and all other covers used on the stall should be clean and in good repair
* Trailers and specialist trading vehicles that are used to sell goods from must be of clean and tidy appearance, and conform to the above minimum standards where appropriate

Licensees are strongly encouraged to:

* Keep their stall adequately stocked with goods attractively displayed
* Clearly price all products and display a returns policy, details of payment methods such as credit/debit cards accepted etc and public liability insurance to increase shoppers’ confidence

**Parking**

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

**General Market and Farmers and Crafts Market only**

* + Public car parking facilities are available at Link Road and Apton Road car parks. Licensees parking in these car parks may obtain a parking permit from the Council. This entitles them to purchase a reduced price parking ticket and to park a commercial vehicle. The reduced rate is at £2.90 as of June 2015 but is subject to change. Both the reduced price parking ticket and the permit must be displayed on the windscreen. Vehicles must be parked wholly within a marked bay
	+ Licensees parking at Apton Road Car Park must park in a designated Market trader spaces where one is available. If no designated Market trader space is available then Licensees may park in any other space
	+ Failure to comply with any of the above may incur a Penalty Charge Notice
	+ 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
	+ It is the Licensees’ responsibility to inform the Council when their parking permit has expired. The Licensee must inform the Council no later than two weeks before the parking permit is due to expire so a new permit can be issued
	+ Licensee must not doctor, copy, amend or deface parking permits issued by the Council failure to do so may result in the Licensees’ permit being terminated
	+ Misuse of parking permits may result in the Licensees permit being terminated
	+ The Council will not, in any circumstance, be responsible for any penalty charges or fines incurred by any Licensee

**Litter and Waste**

* 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
* The Council will 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. Proof may be required and certificates and documents maybe subject to audit
* Licensees must not under any circumstance put their trade waste in public litter bins
* Licensees shall not discharge any noxious or foul liquid waste onto the highway including pavements
* Licensees providing containers for food or drink consumption at the Market must also provide disposal facilities unless permission has been given in writing from the Council
* 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. Licensees who repeatedly fail to deal with waste in accordance with these guidelines will face termination of their licence

**Behaviour**

* Licensees are expected to present a positive image at the Market and to treat customers, fellow Licensees and others with courtesy at all times and including comments made online and other publications
* Licensees are required to conduct themselves in a manner that does not bring any adverse publicity to the Market, fellow Licensees or Bishop’s Stortford Town Council (including comments made online and publications)
* A Licensee shall not, to the annoyance of any other person, ring any bell or blow any horn or use any other noisy instrument or loudspeaker to attract the attention or custom of any person to any sale or to any goods intended for sale
* 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
* The following must be observed by Licensees and any other person operating a stall at all times:
	+ No swearing or arguing
	+ No fighting
	+ No drugs (promotion or consumption)
	+ No children (unless approved by the Council)
* Responsibility for adherence to the rules and for the behaviour of any person employed or manning a stall still remains with the person to whom the licence was allocated. Failure to behave in accordance with these rules may lead to permanent termination of a licence

**Electricity**

* Licensees may only use electrical equipment that it is in good condition, weatherproof and suitable for outside use. All electrical equipment (other than low voltage, battery operated equipment) must have a valid up to date PAT test certificate (dated within the last 12 months). Other evidence proving that equipment has been appropriately tested will also be considered. Dated invoices will be considered for equipment that is less than 12 months old
* Licensees must not plug in any electrical devices that are not suitable for a 240v/230v bollard with 16 amps per socket
* Licensees will be allocated just one socket regardless of the number of pitches purchased. Licensees will only be allocated the amount of electric requested on the application form (e.g. lighting/tills). No more will be available. If Licensees have several electrical appliances/equipment that when used together exceed 16amps then the Licensee must use and pay for two sockets. If a Licensee wishes to use two sockets the Licensee must provide proof that the electrical appliances exceed 16amps
* Licensees must ensure that trailing cables do not present trip hazards or any other hazards and are suitably protected or at a safe height. Alternatively Licensees should cover any cables with cable covering. The cable covering should lie flat, and cover the entire length of the cable. 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. Distribution of electricity within the pitch is the responsibility of the Licensee
* Licensees must not make any alterations or additions to the electrical wiring and fittings of the electrical bollards
* Electricity supply is to be used to assist trading only
* Licensees must contact the Council immediately if there is a problem with an electrical bollard
* Licensees must not attempt to re-activate a bollard if the circuit breaker has cut the electrical supply
* 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
* 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. Licensees may request a bollard key to be sent to them in the post, notification and remuneration must be sent to the Council at least two weeks before their first trading day. Should a key be sent to a Licensee via post, remuneration may be accepted via electronic payments
* Bollard keys must only be obtained from the Council and must not be replicated by Licensees or third parties

**Generators**

* 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 in order to avoid tripping hazards and must be protected from mechanical damage
* No re-fuelling or storage of fuel is allowed on site
* Where the Council considers that a generator is too noisy, they will require that the generator be switched off immediately

**Trading Regulations**

* It is the responsibility for all Licensees to acquaint themselves with the trading regulation 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
* Licensees must ensure that they comply with all relevant legislation with regard to employment of minors

Licensees who produce or use food items will be required to:

* Register in accordance with the provisions of the Food Premises (Registration) Regulations 1991
* 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
* Provide a food hygiene training certificate at a minimum rating of level 2 dated within the last 5 years
* Provide current food hygiene rating at a minimum rating of 3. Any Licensee whose rating drops below 3 will be suspended from trading until they have been reassessed and a higher rating has been given
* Register with the Environmental Health team in the District where the business address is located
* 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.

**termination**

* Bishop’s Stortford Town 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 application information or whose actions are not in the best interests of the Market
* 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 Representative s or the public or who damages any property of the Council
* Bishop’s Stortford Town Council reserves the right to exclude or/and to terminate the License of any Licensee, should the Licensee, their employees, attendants or any other person associated with the Licensee is demonstrating threatening or abusive behaviour, foul language, substance abuse or drunkenness, harassment, intimidation, discrimination or bullying towards the public, Bishop's Stortford Town Council Representative s or other Licensees whilst attending the Market
* Bishop’s Stortford Town Council reserves the right to exclude or/and to terminate the License of any Licensee, should the Licensee, their employees, attendants or any other person associated with the Licensee interferes in any way with the business of another Licensee

**Procedure for Dealing with Complaints**

* Complaints by Licensees in respect of any matters affecting the Market must be brought to the attention of the Market Manager or Representative promptly, for investigation, relevant action and notification to the complainant of the result. Licensees must comply with any request from the Market Manager or Representative to provide written notification of a complaint
* If a complainant is not satisfied with the action taken by the Market Manager or Representative on any complaint then the matter may be referred in writing to the Chief Executive Officer of Bishop's Stortford Town Council in accordance with the Council Complaints procedure. This procedure is available upon request or is available on Bishop’s Stortford Town Council’s website

**Health and Safety Requirements**

Bishop’s Stortford Town Council is committed to delivering, improving and developing a safe Market for Licensees and customers. In order to ensure this Bishop’s Stortford Town Council requires Licensees to comply with the following requirements:

* Licensees are responsible for ensuring that their stall is properly constructed and assembled and that no modifications are made which constitute a safety hazard
* Licensees must co-operate with the Market Manager or Representative with regard to risk assessments of the Market both as a whole and of individual stalls
* Licensees must immediately comply with any reasonable instruction given by the Market Manager or Representative in the interests of Health and Safety
* Licensees are required to ensure that their stalls are positioned so as not to obstruct the highway in a way which impedes pedestrian or vehicular movement around the Market, presents a safety hazard or which may be detrimental to the efficient operation of the Market
* 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 particular 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. In the event that 30mph+ winds are predicted for or occur during the Market day Licensees may be required to roll gazebo sides or tarpaulins up. In the event that 40mph+ winds are predicted for or occur during the Market day Licensees may not be permitted to erect gazebos, tarpaulins on steel framed stalls, or awnings. Licensees tables, products and all other items associated with their stall must be securely fixed down
* Licensees are required to follow instruction given by the Market Manager or Representative surrounding Health and Safety with regards to weather warnings, extreme and or adverse weather conditions
* Licensees are required to ensure all other Health and Safety provisions are met in accordance with their particular stall and business in relation to weather conditions
* Licensees that sell any type of food product must 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.
* The decision of the Council is final on the interpretation of this section

**CORONAVIRUS**

* Licensees are responsible for ensuring that they are aware of, and are operating in line with the most current Coronavirus guidance, good practice, legislation and regulations issued by the Government, the local authority, and specialist bodies/ specialist sector bodies
* Licensee must comply with any local regulations and guidance which has been implemented by the Government and local authorities, for both Bishop’s Stortford and their home address
* Bishop’s Stortford Town Council may implement Coronavirus measures at the Market. Licensees are responsible for ensuring their business operates in line with these measures. Failure to comply may result in the termination of the License
* This will mean that Licensees are required to operate in a Covid safe way by implementing mitigating practical measures to reduce transmission risk and increase safety. Licensees will be asked to produce a Coronavirus prevention plan that details mitigating measures. This plan will be approved by the Council before the Licensee trades at the Market. Licensees must have all measures that are stated in their Coronavirus prevention plan in place at all times when trading at the Market. Licensees must ensure that their stall or items associated with their stall does not impact the Coronavirus prevention measures of other Licensees, high street businesses, or users of the space. Licensees must comply with reasonable requests from the Council to improve Coronavirus prevention measures in and around their stall. It is the responsibility of the Licensee to adapt and amend the Coronavirus prevention plan to align with any measures surrounding Coronavirus guidance and regulations issued by the Government, local authority, and specialist bodies. Any adapted and amended plans will need be submitted and approved by the Council before the Licensee next trades at the Market
* Licensees are required to inform the Council if they test positive for Coronavirus. The Licensee must then follow the current regulations for persons with Coronavirus symptoms set out by the Government and local authorities. The Licensee may not be able to trade following a positive test. Licensees may be required to provide evidence of a negative Coronavirus test administered by the NHS before they will be permitted to trade
* If a Licensee has travelled abroad and is required to isolate upon return, the Licensee must isolate for the duration of time specified by the Government before attending the Market
* Licensees that do not comply with requests given by the Market Manager or Representative to implement Coronavirus prevention measures, or contravene guidance and regulations issued by the Government or local authorities may have their License suspended from trading or terminated

**Liability and Insurance**

* 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 as required will not be permitted to trade until this has been rectified. No rebate of the stall fee will be given in these circumstances
* Licensees must notify the Council of any changes in insurance and provide copies on request and on renewal
* 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
* 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
* 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

**Payment and PAYMENT PLANS - General**

* 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 a specialist Market events but may do so at any time
* The fees levied for any stall or pitch shall be such amounts as may be laid down by the Council from time to time. All prices are for 3m of pitch frontage or part thereof.  Pitches are 3m deep as standard however Licensees may extend further subject to not causing obstruction to the highway and at the absolute discretion of the Council
* Fees are for one pitch on each of the specified Market days
* 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. However as a concession and subject to availability of space on the Market we may charge at our discretion for the retail frontage only. 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
* Receipts will be given for cash payments and any non-cash payments made by Licensees on the Weekly Payment Tariff. Receipts will not be given for payments, other than cash payments, made by Licensees on the Monthly Payment, or New Trader tariffs. Licensees on the Monthly Payment or New Trader tariffs may opt to receive monthly invoices subject to providing a valid email address
* Market fees must be paid by cash, bank transfer, or standing order. Cheques, £50 notes and Clydesdale notes are not accepted as payment for any Market services
* Payments can be paid by standing order or bank transfer, the account details are below. Reference the invoice number or the business name and the event or Market

Bank details:

Account Name: Bishops Stortford Town Council

Account Number: 00105598

Sort Code: 30 90 84

## TARIFF INFORMATION – ADDITIONAL TERMS

The following terms are in addition to those specified 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 monthsThe Licensee will be removed from the Market should the Licensee fail to pay the fee when requested Licensees will not be entitled to a refund or additional trading day if they fail to attend (this includes sickness, vehicle break downs, holiday etc.) or if Licensees cancels one or more of their consecutive four week trial dates. Any advance payment will be forfeitedLicensees 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. Any outstanding debts which remain to be paid will become payable immediately on termination or prior to the Licensee transferring to their new tariffLicensees on the new trader tariff 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) |
| **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 yearLicensees 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 one month’s notice in writing to the Council, which must end at the end of a calendar month. 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 monthly tariff to another tariff cannot move back onto the monthly payment tariff for 6 monthsLicensees 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 advanceLicensees 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. Licensees who have not notified the Council in advance may pay for any additional space occupied in accordance with the Weekly Payment tariffWhere rent payments are in arrears by 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 is in arrears by more than four weeks the Licensee may be suspended from trading until the whole debt has been settled. Late payment fees in accordance with 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 decision of whether to accept the Licensee back to the Market after the whole debt is settled is at the discretion of the Council. This decision is final. Should the Licensee be permitted to return to the Market once the whole debt is settled Bishop’s Stortford Town Council reserves the rights to transfer the Licensee to the weekly tariff indefinitelyOther than in accordance with the sickness and condolence policy below, no refunds will be given if Licensees are absent from the Market. The Licensee may be suspended from trading in the event of three consecutive absences or in the event of repeated absences. Any advance payment will be forfeited and pitches may be allocated to other Licensees. Post the suspension period it is at the discretion of the Council to accept Licensee back to the Market. This decision is final. On return to the Market Bishop’s Stortford Town Council reserves the rights to transfer the Licensee to the weekly tariff indefinitely**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 notification has been given to the Market Manager or Representative in writing with a bona fide Medical Certification; the Council may credit a maximum of 2 weeks in any current licensing period
* Long Term sickness- Long Term Illness is defined as a period of over 4 consecutive weeks. In situations where long term absence of a Licensee is necessitated through illness and reasonable notification has been given to the Market Manager or Representative in writing with a bona fide Medical Certification, the Council will consider each case in the light of individual circumstances
* The Council recognises that Licensees may face at times distressing and personal situations for which they will need to take time away from the Market. 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 (definitions- For the purpose of this policy a close family member will include a husband, wife, partner, child, or parent, or person standing in loco parentis. A family member does not include grandparent, aunt, uncle, brother or sister etc.)

Licensees on the monthly tariff 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) |
| **Weekly 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 by Market Manager or Representative. 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 likely hood of availability of Licensees preferred trading dates. The Council encourages bookings for the upcoming quarter, and reserves the right to take payment in advanceLicensees are required to notify the Council in writing (email or text accepted) of any trading days they wish to cancel giving no less than 48 hours notice (outside of public holidays and weekends). Failure to do so may result in the Licensee being suspended from trading and all future bookings cancelled. Any advance payment will be forfeited and pitches may be allocated to other Licensees. Post the suspension period it is at the discretion of the Council to accept the Licensee back to the Market. This decision is final. On return to the Market Bishop’s Stortford Town Council reserves the rights to take payment in advance for all future bookings indefinitelyWhere Licensees repeatedly make bookings and cancel with reasonable notice of 48 hours (outside of public holidays and weekends) in writing to the Council; the Licensee may be suspended from trading and all future bookings cancelled. Any advance payment will be forfeited and pitches may be allocated to other Licensees. Post the suspension period it is at the discretion of the Council to accept the Licensee back to the Market. This decision is final. On return to the Market Bishop’s Stortford Town Council reserves the rights to take payment in advance for all future bookings indefinitelyThe Licensee will be removed from the Market should the Licensee fail to pay the fee when requestedLicensees who wish to cease trading or wish to change to another tariff must give seven calendars days’ notice in writing to the Council. Any outstanding debts which remain to be paid will become payable immediately on termination or prior to the Licensee transferring to their new tariffLicensees on the weekly tariff 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 who have booked onto specialist Market events, such as a Christmas Fayre (or any other Christmas time events at the Market or additional Markets) will be required to pay the appropriate fees in advance when requested. Licensees may be charged this tariff at specialist Market events in the event they have traded at least 9 Market dates within the current licensing period. Licensees 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 |
| **Farmers and Craft Market**  | Licensees must have created or produced the items they intend to sellLicensees must book at least 5 working days (outside of public holidays and weekends), prior to the Market, and may only attend when permission has been given by the Market Manager or Representative. 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 likely hood of availability. The Council encourages bookings for the upcoming quarterLicensees 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). Failure to do so may result in the Licensee being suspended from trading and all future bookings cancelled. Any advance payment will be forfeited and pitches may be allocated to other Licensees. Post the suspension period it is at the discretion of the Council to accept Licensee back to the Market. This decision is final. On return to the Market Bishop’s Stortford Town Council reserves the right to take payment in advance for all future bookings indefinitely and or add additional reasonable charges or sanctionsWhere Licensees repeatedly make bookings and cancel with reasonable notice of 72 hours (outside of public holidays and weekends) in writing to the Council; the Licensee may be suspended from trading and all future bookings cancelled. Any advance payment will be forfeited and pitches may be allocated to other Licensees. Post the suspension period it is at the discretion of the Council to accept Licensee back to the Market. This decision is final. On return to the Market Bishop’s Stortford Town Council reserves the right to take payment in advance for all future bookings indefinitely and or add additional reasonable charges or sanctionsIn the event that 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 feesLicensees who wish to cease trading or wish to change to another tariff must give seven calendars days’ notice in writing to the Council. Any outstanding debts which remain to be paid will become payable immediately on termination or prior to the Licensee transferring to their new tariffLicensees on this tariff 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 who have booked onto specialist Market events, such as a Christmas Fayre (or any other Christmas time events at the Market or additional Markets) will be required to pay the appropriate fees in advance when requested. Licensees may be charged this tariff at specialist Market events in the event they have traded over 40% of the Farmers and Crafts Market dates within the current licensing period. Licensees 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 will be available for hire at specialist Market events |

**Certificates**

The Licensee warrants that certificates produced during and subsequent to the application process including:

* Public liability insurance (at least £5 million worth)
* Photo ID
* PAT test dated within the last 12 months (required if the Licensee uses any mains powered equipment in the Market bollards)
* Gas safety certificate dated within the last 12 months (required if the Licensee uses any gas appliances)
* 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. Minimum rating required is 3. Any licenced food trader whose rating drops below 3 will have their licence suspended from trading until they have been reassessed and a higher rating has been given
* Temporary Events Notice (If the Licensee sells on and or off sales alcohol)

Licensees must notify the Council of any changes in documentation, certificates and provide copies on request and on renewal

**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 regard to the service our customers, clients or contractors on the same grounds as above. This means that:

* 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

**ENVIRONMENT**

Environmental matters are assuming a growing importance and an increasing number of customers are environmentally conscious. Markets typically offer products with low or zero packaging, frequently locally produced, sold in a low energy environment. The Council will seek to promote green credentials and will encourage Licensees to be environmentally conscious