



Terms & Conditions

The purpose of this document is to protect and enhance Boscombe Market's reputation as a vibrant, attractive and safe environment for the shopping public, stallholders and employees of the market. The agreement is set out in line with the National Market Traders' Federation. Once you have agreed to these terms by way of signing your application form, you will be issued with a Street Trading Consent which you are required to display on your market stall.

Set out below are the **Terms and Conditions** to which Bournemouth Borough Council would approve the operation of a market stall(s).

1. The Market Manager reserves the right to refuse entry onto Boscombe Market to trade.
2. That you will appoint a sufficient number of persons to manage the operation of your stall in the interests of public safety.
3. That you and any persons operating your market stall will acknowledge and undertake directions given by the Council.
4. That you will acquire public liability insurance in the sum of £5 million, and produce this to the Council before operating your stall. You are required to hold the insurance policy for inspection at all times (a copy will be taken). Your agreement to be responsible for and release from and indemnify Bournemouth Borough Council against:-
 - I. All liability for death or personal injury (other than liability for death or personal injury resulting from the Council's negligence) arising;
 - II. Loss of or damage to property arising; and any other loss, damage, costs and expenses which may arise.
 - III. In consequence of this permission howsoever such death, injury, loss, damage, costs or expenses are caused. This Agreement is given notwithstanding any supervision given or approval expressed by the Council.
5. The council or its nominated representative has the right to cease the operation of the market or market stall or stalls without liability or penalty to the Council when the Council feels such operation is putting members of the public and stallholders at risk of injury or damage to property.
6. That where you provide a stall/vehicle/trailer:
 - i. it is supplied by a reputable company and with the approval of the Council
 - ii. it is erected and dismantled by an experienced/trained person and complies with the manufacturer's instructions.
 - iii. it is adequately anchored/weighed down and managed to cater for adverse weather conditions.
 - iv. Complies with the stall holder's Public Liability insurance requirements.

That your vehicle and its goods / stall do not access the site any earlier than 5.30am to set up and no earlier than 4.00pm to set down and must leave the area within one hour of the agreed market finishing time. 'Permanent' pitch holders may be able to negotiate variations to these times.

All vehicles, vans, trailers etc. that you use in connection with operating your stall must be parked between 8.30am and 4.00pm within the Council's Pay & Display Car Park in Hawkwood Road or the Sovereign Centre multi storey car park, having paid the designated fee. You will not be permitted to park on any street in the residential or hotel area adjoining the market.

Stallholders must be aware of pedestrians at all times and avoid driving on designated pavement areas. Speed must be kept at a walking pace at all times. Maximum speed limit is 5mph with hazard lights on.

7. Your undertaking that the site where the stall is erected is kept in a clean and tidy condition, and that all packaging/refuse created by the operation of your stall is removed from site. Under no circumstances is it permitted to use waste bins provided for the public within the precinct. Waste disposal can be arranged at an additional cost. Please speak to the Market Manager.

You will ensure that the front of your stall(s) which face onto the designated Trading Consent area of Boscombe Precinct is kept entirely within the edge of the Consent Precinct at all times.

Your fees are based on an agreed area. If you trade outside of this agreed area, additional fees may be charged at the discretion of the Market Manager.

The Market Manager reserves the right to move the position of your stall due to maintenance of the precinct, a special event taking place or for any other reason if it is felt necessary for health and safety reasons.



Terms & Conditions

8. You will be responsible for ensuring compliance with all relevant Health and Safety regulations for the time being in force in connection with the management and operation of your market stall. Failure to comply with this would be considered an infringement of this agreement and may result in your Street Trading Consent being terminated.
9. If you sell any food e.g. sweets, bakery, fish, cheese, meat, fruit and vegetables etc. it is registered with the Environmental Health department of the Council under EU 852 and 853/2004. Food being sold to customers must be kept off the floor, ideally 45cms above ground level.
10. You will ensure that all products and goods sold on your stall comply with Trading Standards. **Failure to comply with these would be considered an infringement of this agreement and may result in your Street Trading Consent being terminated.**

Stallholders are only permitted to sell the commodities confirmed to them in their Street Trading Consent.

Applications for variations to permitted commodities can be made, initially, to the Market Manager. Decisions will be made within the framework set out in the stall application procedure.

No stallholder will be permitted to sell reproduction firearms or weapons including knives (other than domestic cutlery when the blades must be safely sheathed and stored carefully where members of the public cannot access them), any weapon that can propel an object, fireworks, flammable liquids or gasses, counterfeit goods, drugs and offensive publications or material. The sale and use of New Psychoactive Substances (NPS) also known as 'Legal Highs' is strictly forbidden on Boscombe Market. The stallholder is not permitted to sell any other goods that may bring the market into disrepute.

It is the responsibility of all stallholders to ensure that any electrical appliances used on a stall are tested to confirm their safety in accordance with the relevant standards and to provide appropriate evidence of compliance at the Market Manager's request. All electrical goods must carry a CE mark. Generators must be inspected by the Market Manager prior to use at Boscombe Market.

11. You will indemnify the Council against all taxes, duties, charges or outgoings, which are due on the day to day operation of your business as a stallholder.
12. Boscombe Market offers three fee structures:-
 - i. **Day Rate** for traders who pay their stall fees in total on the day of trading, and a pitch will be allocated, subject to availability, on arrival at the market
 - ii. **Casual or Promotional rate** - + £5 on the daily rate charge
 - iii. **'Permanent' stall rate** five 'permanent pitches' are available which can be used 7 days a week on a weekly basis. Please note you must remove your stall/vehicle at the end of each trading day. Please speak to the Market Manager for availability.

Payments can be made, by arrangement, into the council's bank account. Please apply for further details.

13. Any complaints received by Bournemouth Borough Council in respect of faulty goods will be passed to the stallholder and will remain the responsibility of the stallholder to resolve. Matters of this nature must be resolved within seven days.
14. The Council provides this consent to trade to the applicant only and is not transferable or assignable to another party. This means that the right to trade is only granted to any individual or company on application, and not, for example upon purchasing an existing stallholder's business. All applications must be made to the Market Manager.
15. Boscombe Market trades under blue and white gazebos. A subsidised blue and white canopy will be supplied to traders once a year to fit to their own frames. We have a small supply of gazebos for new traders to borrow before purchasing a blue and white canopy from our stock. Please check with the Market Manager for availability. Any wilful damage caused by stallholders to borrowed gazebos or supplied canopies must be repaired or replaced by the stallholder responsible (reasonable wear and tear is accepted). You should ensure you have sufficient weights to anchor your stall and provide your own blue and white backing sheets if these are required.
16. You shall take all reasonable precautions to prevent damage to the surface of the designated site on which you are trading and any street furniture (reasonable wear and tear is accepted).
17. Bournemouth Borough Council reserves the right to terminate this agreement, by giving not less than one week's notice.



Terms & Conditions

18. Personal information provided by you in this Agreement will be held and used in accordance with the requirements of the Data Protection Act 1998, as follows:-

- i. In the event of the Council being contacted by a third party or member of the public in respect of a potential claim against you for personal injury and/or damage to property, the Council may inform the claimant or their authorised agent or solicitor of your full name and address, your insurer's details and your insurance policy number.
- ii. Boscombe Market is operated by Bournemouth Borough Council and as such is required by the Audit Commission to collect information on your legal right to work in the UK for the purposes of information sharing in accordance with the National Fraud Initiative.
- iii. Bournemouth Borough Council is required by law to protect the public funds it administers. It may share information provided to it with other bodies responsible for auditing or administering public funds, to prevent and detect fraud.

19. Conduct & Behaviour

A good standard of customer care is required from the stallholder at all times. Stallholders and any persons operating a market stall, are expected to behave in a professional and socially acceptable manner at all times having regard to the interests of all stallholders and the market as a whole.

Please note:

Unacceptable and anti social behaviour includes but is not limited to:

- Verbal abuse or physical aggression towards any customer, stallholder or employee of the market.
- Spitting/swearing, being under the influence of alcohol or drugs whilst operating a market stall
- Smoking whilst operating a market stall is prohibited (*smoking must be done outside of the market footprint.*)

Failure to comply with this would be considered an infringement of this agreement and may result in your Street Trading Consent being terminated.

20. You will be issued with a Street Trading Consent document to allow you to operate upon the days Boscombe Market is in operation. The duration of the consent will vary dependant on your trading status as a casual, regular or 'Permanent' pitch stallholder. In the event of any continued non-compliance by a stallholder the Council's representative will remove the stallholder from the site. If you fail to comply with the conditions you may have the Street Trading Consent terminated immediately and you will not be able to trade on Boscombe Market.

21. Infringements

Any infringements of this agreement could lead to disciplinary action resulting ultimately in the termination of the Street Trading Consent. In the event of serious infringement of the behaviour standards set out in this agreement by stallholders or anybody operating on their behalf, consent to trade at Boscombe Market may be terminated with immediate effect in order to protect the Health and Safety of all people within the Market.

22. Stallholder disciplinary procedure

The Boscombe Centre Manager (BCM) has the right to expect that any stallholder's employees working on its Markets do so in full compliance with the rules and regulations established for the good management of the market. It also recognises its commitments to providing a well managed market where the rights of Stallholders are recognised and protected and where members of the public are treated courteously, fairly and professionally.

This procedure has been developed to establish a mechanism which can deal with any areas of dispute and allows traders to raise grievances and lodge appeals against decisions made in respect of any disciplinary action.

23. Disciplinary procedure

Any breach of the rules, regulations or bye-laws applicable to the markets or any misconduct by a trader or agent in the course of trade shall be regarded by the BCM as a disciplinary matter.

Minor disciplinary matters will normally be dealt with by the Market Manager, who may if he/she thinks it necessary, administer an oral reprimand, which will be confirmed in writing and which will remain on your file for a period of six months. All such matters will be recorded by the Market Manager on the Daily Management Report and then be recorded in the Market Incident Book.

24. Persistent failure to comply - Suspension

Persistent disregard for any of the established rules, regulations or bye-laws will normally be dealt with by the Market Manager and alleged breaches will be recorded on the daily Market Management Report. The Market Manager, before taking any action to suspend any stallholder, must:-



Terms & Conditions

- i. warn the stallholder verbally of a possible suspension
- ii. write to the stallholder setting out the nature of the alleged offences referring to entries made on the Market Management Report and advising stallholder of a possible suspension.

Prior to suspending a stallholder the Market Manager, as a final attempt to ensure a stallholder's compliance, should bring the matter to the attention of the BCM, and advise on the likely course of action if the offending stallholder still fails to comply.

Failure to comply thereafter will result in the Market Manager issuing a letter of suspension to the stallholder.

Any stallholder who is suspended from trading at the market will have the right to appeal to the BCM and such appeal shall be made in writing no later than one week after notification. As soon as practicable after receipt of notice of appeal the BCM shall consider the allegations made and shall be entitled to seek other submissions or representations whether oral or in writing from such persons as he/she deems fit and shall then be entitled either to confirm the decision or to allow the appeal and dismiss the allegation or to substitute such lesser penalty as befits the offence.

The Market Manager or the BCM has the authority to remove a stall immediately without notice if any conditions of this Schedule have been breached. If the BCM removes the stall, then the costs of the removal will be recovered from the stallholder in full.

25. General disciplinary matters

Other breaches of discipline shall be reported by the Market Manager to the BCM, who will, where necessary, investigate the matter, and if requested, arrange a meeting with the stallholder concerned (who may be accompanied by a representative of his/her choice) and the market management staff. The BCM may also arrange to hear from any other persons with relevant knowledge of the alleged offence or incident and may also arrange for such other persons as considered necessary to be present during the meeting or any part thereof.

On hearing all evidence and facts of the respective case the BCM may decide the matter in any one of the following ways:-

- a) Dismiss the allegations entirely
- b) Give a verbal warning
- c) Give a formal written warning
- d) Suspend the trader for a specific period
- d) Suspend the trader for such a period as deemed fair
- e) Terminate the trader's license

The BCM will ensure that a proper record is kept of any action taken where a stallholder is given any formal warning, or is suspended or has their Street Trading Consent terminated and shall, within 1 week after any such decision is taken, provide a written notice of the decision setting out the circumstances to the stallholder and representative.

26. Gross misconduct/ suspension

Any stallholder who directly or indirectly is involved in or has influenced any incident which in the opinion of the Market Manager constitutes gross misconduct or where other users of the market are placed in danger will be suspended from trading at the market immediately until an investigation has been completed (pursuant to the above investigation procedure).

Upon completion of the investigation in accordance with the terms and provisions of these rules any stallholder deemed to be guilty of gross misconduct and/or endangering other users of the market will have their licenses terminated immediately.

Refusal to pay any market related charges applicable to the stallholder's use of the facilities will be deemed gross misconduct and will result in license termination.

27. Termination of contract

Stallholders can give notice of termination of the contract by giving no less than one week's notice in writing. Without prejudice, the BCM has the right to terminate the Street Trading Consent without notice for gross misconduct in accordance with the above. The BCM may terminate the Street Trading Consent at any time by giving you no less than one week's notice in writing.