

## Manchester Specialist Markets Booking Conditions

### 1. Definitions

- 1.1 "Trader" means named person on the application form responsible for the operation and management of the stall.
- 1.2 The headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation.
- 1.3 Any reference to a specific statute includes and statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" includes any regulations or orders made under such statute.
- 1.4 "Stall" means market stall, gazebo, house or pitch.

### 2. Applications and Payments

- 2.1 All application must be made on the appropriate Manchester Specialist Market Application Form and must be submitted to our New Smithfield Market Office.
- 2.2 Stall charges in respect of successful applications must be made in advance to the New Smithfield Market Office. Cheques must be made payable to Manchester City Council.
- 2.3 Any cheques (Return To Drawer) returned unpaid to Manchester Markets will incur a minimum £50.00 administration charge.
- 2.4 Positioning and allocation of stalls is at the discretion of the Manchester Markets. The allocation is designed for the overall benefit of the market and is final.
- 2.5 Subletting of stalls is prohibited.
- 2.6 Disabled applicants must indicate any particular access/operational requirements on the application form and must confirm those requirements with Manchester Markets before attending the market.

### 3. Traders Cancellations

- 3.1 If the trader fails to attend the Market without prior cancellation, or bona fide explanation within 48 hours of the market, this may result in the cancellation of all future bookings without refund.
- 3.2 The Trader must make any cancellations in writing.
- 3.3 All deposits and payments are non-refundable.
- 3.4 Refunds will only be made under the following circumstances:
  - 3.4.1 *If the Trader cancels the booking 42 days or more before the market payment (less non-refundable deposits) will be refunded if stall is re-let.*
  - 3.4.2 *If the Trader cancels the booking 41 days or less before the market – no refund will be made.*

### 4. Trading Terms

- 4.1 Only goods, foods or drinks detailed on the application form approved by Manchester Markets may be displayed for sale on or from the stall. Any additional products must be removed immediately upon request by an authorised officer of Manchester Markets.
- 4.2 The Trader must attend the market throughout the full operating dates and times as detailed more specifically on the booking form.
- 4.3 No stall shall be vacated prior to the closing of the market.
- 4.4 All display items must be positioned within the stall area and must not obstruct access to the stall or pedestrian walkways.
- 4.5 Stalls are reserved until 8.30am on the day of the market, after which time stalls that have not been occupied will be re-allocated or removed.
- 4.6 No stock is to be left in the stalls overnight. Subject to prior agreement with an authorised officer of Manchester Markets, at the traders own risk, limited equipment may be left on the stall overnight.

### 5. Receipts

- 5.1 Upon request traders must provide a receipt for purchase. Information on any such receipt must include: traders name, address, contact phone no., date market name and location, goods purchased, VAT information if appropriate.
- ### 6. No-Smoking Policy
- 6.1 Traders and their staff are prohibited from smoking on the stall or within the vicinity of the market.
- ### 7. Legislation
- 7.1 Traders and their agents shall comply with all current and future legislation, notices, orders and bylaws and shall comply with any restrictions, directions and conditions lawfully imposed by any public authority acting under statutory power.
- ### 8. Directions
- 8.1 Traders must comply with all reasonable directions of the Head of Markets for the management control and conduct of the Market and with all bye-laws, rules and regulations as shall from time to time be exhibited at Manchester Markets central office or to which your use of the stall is subject.
- ### 9. Refuse, Waste and Stall Cleaning
- 9.1 The stall must be kept clean and tidy at all times and all waste removed and appropriately disposed of throughout the day.
  - 9.2 All refuse must be placed in bin bags, the bags sealed and left in any area designated by Manchester Markets. The Trader must remove excess refuse.
  - 9.3 The Trader must maintain the cleanliness of the area directly around the stall. The area must be swept and if required washed at the end of each trading day.
  - 9.4 The Trader must leave the stall clean and tidy at the end of the market.
- ### 10. Vehicles
- 10.1 The Trader must unload and remove their vehicles from the market area by 8.30am and in any event vehicles must be removed as soon as unloading is complete and before the stall is set up.
  - 10.2 No vehicle is permitted onto the markets during trading times.
  - 10.3 Vehicles must not be parked on the pavement.
  - 10.4 When provided, vehicles must display the "Traders Vehicle ID" at all time whilst on the market and all stationary vehicles must have a drip tray placed under the engine. Failure to comply with these requirements may result in a trader being issued a fixed penalty notice.
- ### 11. Stands and Displays
- We regard the presentation of each stall to be of paramount importance to the overall presentation of the market.*
- 11.1 The Trader must to produce a stall display of the highest standard as deemed fitting for a Manchester Markets event.
  - 11.2 Packaging, personal belongings and cash boxes on the stall must not be visible to the public.
  - 11.3 The Trader must display their business name and address and provide details of origin for all products upon request.
  - 11.4 Signs and price labels must be manufactured to a high standard.
  - 11.5 The use of day-glow signs or price labels is strictly prohibited.
  - 11.6 Fixing of any items to street furniture, the stalls or stall canopies in such a way as to cause permanent damage or marks, is strictly prohibited.
- ### 12. Food and Catering Traders
- 12.1 Only good quality wholesome foods should be sold.
  - 12.2 Traders cooking food on site must provide neat, non-slip floor covering under all the cooking and

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- surrounding area to protect the surface area of the market or stall.
- 12.3 All traders must comply with the Food Safety (General Food Hygiene Regulations 1995) and the provisions of the Food Safety Act 1990.
- 12.4 Traders are required to observe high personal and working hygiene standards at all times including the wearing of appropriate clothing e.g. cooking aprons, hats and gloves.
- 12.5 Traders using cooking equipment must provide a suitable means of extinguishing a fire and appropriate First Aid equipment.
- 12.6 Traders preparing hot food and/or hot drinks must ensure that a protective barrier is in place to prevent direct customer contact with sources of heat and/or the food. For example by use of Perspex screens to assist in the prevention of accidents and add to the overall presentation of the market.
- 12.7 Traders must supply adequate means of cleaning cooking utensils and maintaining personal hygiene.
- 12.8 The Trader must supply a small taster of food for sampling by an officer of Manchester Markets upon request.
- 12.9 Traders must supply a minimum of 1 public litterbin per 3m stall, with a cover so the contents are not easily visible. The trader must empty and maintain the cleanliness of their bin.
13. **Food Labeling**
- 13.1 Traders are required to ensure that all packaged food lists all ingredients on the labels, including details on the inclusion of nuts, nut oils or any nut extracts or nut derivatives that may be harmful to persons with allergies.
14. **Alcohol**
- 14.1 The Trader applying for a stall to sell alcohol must hold a BIIAB Level 2 National Certificate for Personal Licence.
- 14.2 If a Trader is to sell alcohol there must, at all times, be a person working on the stall who is a minimum 18 years old and hold a BIIAB Level 2 National Certificate for Personal Licence Holder.
- 14.3 The Trader and their staff must adhere to the provisions of the Licensing Act 2003 including the display of the prescribed signage.
- 14.4 Any trader, or their staff, found breaching the Act may have their stall closed by an officer of Manchester Markets.
- 14.5 Traders must display a scheme of delegation detailing all staff trained and permitted to sell alcohol.
15. **Electricity**
- 15.1 The requirement of an electricity supply must be requested in advance and the maximum power supply agreed with Manchester Markets. If this is exceeded the Trader must reduce consumption or disconnect.
- 15.2 The use of high-powered halogen lights, kettles, heaters, radios or any similar equipment during the market is strictly prohibited.
- 15.3 Electricity at these types of events can sometimes be erratic and may cause electric surges or spikes. If the Trader relies on electricity for machinery such as computers or weighing scales then the Trader shall arrange for battery emergency back up and seek advice from a qualified electrician regarding the fitting of a Circuit Breakers or a Residual Current Device.
- 15.4 All electrical equipment including light fittings, extensions, leads and working tools shall be tested for electrical safety and a certificate of compliance obtained.
- 15.5 The Market Manager will check all equipment on site; only items displaying a current green Electrical Safety Test PASS sticker will be permitted for used on Manchester Markets.
- 15.6 Traders must ensure that their equipment is tested and certified annually.
16. **Health and Safety**
- 16.1 All traders setting-up their own stall MUST submit a completed Risk Assessment to Manchester Markets before accessing the market site.
- 16.2 To gain access to a controlled market site, ALL personnel must wear appropriate protective clothing, including high visibility vests and appropriate footwear.
- 16.3 Use of flammable, explosive, or otherwise dangerous materials or equipment is strictly prohibited at the market.
17. **Liability**
- 17.1 If the event has to be cancelled, interrupted, or curtailed due to circumstances beyond Manchester Markets control, Manchester Markets shall not be liable to make good any loss incurred by any party booked on the market.
- 17.2 The Trader is liable for any loss or damages occasioned to the fabric of the stall, site or any equipment therein or injury to other persons, as a result of their negligence.
- 17.3 The Trader is to have in force throughout the duration of the Market a policy of insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Trader against third party risks for a sum of not less than £5,000,000. Proof of the policy must be supplied to Manchester Markets in advance of the market.
- 17.4 Manchester Markets will not be liable for any loss due to any breakdown of machinery failure of supply of electricity, leakage of water, fire, government restrictions or act of God which may cause the stall to be temporarily or permanently closed or trading to be interrupted or cancelled.
- 17.5 Manchester Markets will not be liable for any damage to any electric device used by a Trader powered by an electric supply via Manchester Markets.
- 17.6 Manchester Markets will not be liable for the well being of stock, equipment or persons whilst travelling, or during the market.
- 17.7 Manchester Markets will not be liable for the well being of stock or equipment left in stalls overnight.
18. **General**
- 18.1 The distribution of leaflets is not permitted.
- 18.2 Manchester Markets reserves the right to substitute, waive or change, without notice, any details of the market, or booking conditions and procedures.
- 18.3 In the event of a breach of any of these conditions, Manchester Markets reserve the right to cancel the booking and any future bookings from the Trader without notice and without refund of any fees paid.