Crawley Borough Council Crawley Town Centre Market – Haslett Avenue West & The Broadway Guidance Conditions for Stall Holders

1.0 Definitions

1.01 In these terms and definitions the terms you or yours refers to the person or organisation that is applying for a pitch to trade from. These conditions apply to any and every trader in Crawley market.

2.0 Application

2.01 CBC will require a signed copy of the completed application form and conditions, a copy of your insurance certificate, a copy of a PAT and/or Corgi certification where necessary. For food related businesses a good hygiene certification and details of your registration with your local authority (if necessary). The papers must be submitted at least two weeks in advance of an intended start date.

3.0 Payment

- 3.01 Market fees are paid monthly in advance against CBC invoices. All fees must be paid to CBC before attending the market.
- 3.02 You must provide your own gazebos and stalls to attend the market and make arrangement to remove any litter from site. No litter shall be left on the market site.

4.0 Insurance

4.01 You are obliged to take out insurance to cover any hazard or loss which may occur at the Market. This must include public liability insurance of no less than £10,000,000. A copy of a valid insurance certificate must be available on request. Any trader without valid insurance cover will be immediately asked to leave the market.

5.0 Losses

5.01 You agree that Crawley Borough Council (CBC) or any of their designated representatives are not responsible or hold any liability for any financial losses: for loss or damage of your equipment, goods, takings or personal belongings: personal injury or representatives working for you of connected to you or for any members of the general public attending this market which are directly or indirectly incurred by you whatsoever.

6.0 On site

- 6.01 Crawley Borough Council and their designated representatives are solely responsible for the allocation of pitch sites.
- 6.02 Failure to attend the market regularly will undermine the development of the market. If you fail to attend regularly you will be asked to improve the regularity of your attendance immediately, if this is not possible or implemented you will have your temporary approval to trade terminated in writing. You must not-sub-contract your stall or any part of it.
- 6.03 No amplified music or PA systems are permitted.
- 6.04 Traders will not be allowed to trade and supervise children at the market.
- 6.05 No trader's animals or pets are allowed on site.

- 6.06 You are obliged to ensure the area immediately in front (and at the side) of your stall are kept clear for pedestrian access, tidy and free of rubbish.
 6.07 You shall ensure that your designated pitch and the area surrounding it has been left tidy and in good order.
- 6.08 CBC reserves the right to cancel the market due to adverse weather conditions.
- 6.09 Trading may only take place under and from stalls. Additional space where available must be agreed with CBC prior to its use. This will not be provided where it adversely impedes or restricts the passage of vehicles or pedestrians.
- 6.10 Trading must be maintained between the hours of 9.30 am and 4.30pm unless seasonal or occasional individual variations are agreed by CBC.
- 6.11 Vehicles must be taken off-site by 9.30am and provision made for legal daily parking. Loading or unloading vehicles must not impede the movement of any other vehicles or pedestrians in the vicinity of the market e.g. buses, taxis, etc.

7.0 Fire, gas, electricity and water

- 7.01 None of these facilities are available on site.
- 7.02 All traders are required to ensure they have sage and legal means of obtaining these facilities if needed. Generators if used must be silent and located as not to cause inconvenience or danger to other people.
- 7.03 Disposal of waste fluids must be undertaken without using public drainage.

8.0 Cancellations

8.01 CBC is seeking long term commitments to its market. Traders who can ensure and provide a consistent and regular attendance will be a priority. Any trading seeking to absent themselves from the market must seek prior approval from CBC. (Please note clause 6.02 regarding absences).

9.0 Health and Safety

9.01 You will undertake to comply with all Health and Safety guidance provided by CBC and legislation in relation to the operation of the market in a busy town centre.

10. Risk Assessment

10.01 You are responsible for the safe operation of your stall(s) and to be aware and respond promptly and effectively to circumstances and event that may affect the safety of your operation and its potential impact on the public or other stakeholders.

11.00 Non compliance

- 11.01 CBC and their designated representatives reserve the right to remove you from the market site if you do not comply with the obligations as outlined in these terms and conditions.
- 11.02 CBC reserve the right to review the operation of the market and its development and advise of changes in any aspects of its operation. It will do so in consultation with individual traders where possible.