

**Topsham Community Association Ltd.**  
**Saturday Market Hiring Terms and Conditions for Stallholders**

**1. General**

It is the responsibility of all Stallholders to read these Terms and Conditions carefully. They form the basis of the agreement between the Topsham Community Association Ltd. ("the Association") and the Stallholder. When Stallholders make a booking, they do so on the basis that they have read and accepted these Terms and Conditions, which are supplied to everyone applying for a stall. These Terms and Conditions include operational matters that may change from time to time. The Market Manager will provide 14 days notice to Stallholders about any changes to be made. The Stallholders are entitled and encouraged to elect one of their number as Market Representative to sit on the Association's Hall Committee which is responsible for the management of the Market.

**2. Eligibility**

Application to trade must be made to the Market Manager who has authority to accept or reject applications. The Manager will not permit a Stallholder to trade at the Market before receiving an application form fully completed by the Stallholder.

**3. Payment**

- a) Successful applicants are required to pay to the Association a hire fee for stalls, which is determined from time to time by the Association.
- b) Hire fees are payable to the Market Manager in cash or by cheque at or before each session for which a receipt will be provided.
- c) Cheques should be made payable to Topsham Community Association Ltd. and crossed "A/c Payee".

**4. Stalls**

- a) Each Stallholder will be allocated one or more tables with working space behind ("the stall").
- b) It is the Stallholder's responsibility to comply with all Health and Safety Regulations, ensuring that all displays are safe and secure.
- c) Allocation of stalls is at the discretion of the Market Manager, and may change on a week to week basis. The Market Manager has the right to ask that goods be removed from a stall in the interests of safety or non-compliance with any relevant rule or legal provision.
- d) Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without written approval.

**5. Dates**

The Association will normally make the Hall available on each Saturday of the year excepting the Saturday or Saturdays adjacent to Christmas

and New Year. Exceptions will be agreed beforehand with the Market Manager and Market Representative.

**6. Times**

The Hall will be open on Market Saturdays as follows:-

- 0600 - setting up stalls
- 0830 - open for trading
- 1230 - stallholders may not commence packing up until 1230, but may continue to trade
- 1400 –stalls cleared and Hall vacated

**7. Waiting List**

In the event of the Saturday Market being oversubscribed the Market Manager will operate a waiting list for new or additional stalls. Space will be allocated on a "first come first served" basis but always having regard to suitability and the overall balance of variety of goods on offer by the Saturday Market at any time.

**8. Cancellations**

- a) **by the Stallholder** If a Stallholder cancels a booking with less than two clear days notice (excluding the day of the market) the Market Manager is entitled to retain the hire fee or demand any due fee to be paid.
- b) **by the Association** If the Association has to withhold the availability of the Hall or part of the Hall on any Saturday morning for any reason it will give the Stallholders a minimum of four weeks notice to allow them to make alternative arrangements, except that if the Association by reason of *force majeure* has to withhold the availability of the Hall or part of the Hall at less than four weeks notice and if this results in financial loss to any Stallholder, it will provide that Stallholder with the previously booked space free of charge on their next scheduled booking date or if none, then with a refund of the hire fee.

**9. Public Liability Insurance**

Each regular Stallholder selling food products must hold, and provide evidence of £5,000,000 of public liability and £5,000,000 of product liability insurance covering outside events. All other Stallholders are encouraged to obtain such insurance. Each stallholder must have Employers Liability insurance of at least £5,000,000 where required to do so under current legislation.

**10. Safety**

- a) Stallholders should take note of Safety and Fire Notices displayed in the Hall or circulated to them by the Market Manager on the occasion of their initial booking, and should familiarise themselves

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with the location of emergency exits and fire fighting appliances.

- b) The exit to the foyer and Fore Street and all emergency doors must be kept clear and unobstructed at all times.
- c) Stallholders should ensure that free access to all public areas is not impeded.
- d) Stallholders' pets are allowed in the Hall only with the permission of the Market Manager. They must be on a leash and kept away from food stalls and outside the kitchen area.

**11. Care of the Hall**

- a) Stallholders shall leave the Hall and tables in a clean and tidy state at the end of each booking. Stallholders are responsible for taking home their own trade waste.
- b) No nails should be driven into the floor or walls of the Hall and no adhesive fixings should be used in a manner that may damage the decorative state of the Hall. Damage of any kind should be notified to the Market Manager.

**12. Stallholders' Conduct**

- a) Stallholders must respond co-operatively to any direction given by the Market Manager in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.
- b) Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner.
- c) Stallholders must ensure that their activities do not endanger the safety or security of any people at the Market.
- d) Stallholders must not cause damage, make alterations or additions of any nature, or carry out works of any nature to the Hall and that, if any damage is caused, the costs of any repairs, making good or replacement are borne by the stallholder.
- e) Stallholders must comply with all the provisions contained in these Terms and Conditions and must comply with any changes thereto, and with any relevant local government and other statutory laws and regulations
- f) Stallholders must report to the Market Manager any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.
- g) The Stallholder acknowledges and agrees that neither the Association nor any of its employees has made any warranty or representation in relation to or in connection with the stallholder's occupation or use of the market.

- h) Stallholders selling food or drink are expected to be aware of relevant food hygiene regulations and to comply with them.
- i) Stallholders shall be held responsible for the conduct of their assistants.
- j) Stallholders shall ensure that they and their staff are competent, courteous and helpful.

**13. Rights of the Association**

- a) Nothing in the above Conditions affects the right of the Association to refuse entry to any hirer or individual without giving reasons.
- b) The Association accepts no responsibility for loss or damage to any property brought into or left in the Hall nor for any accident or injury sustained by the Stallholder or their assistants.

**14. Stallholder Indemnity**

The Stallholder shall indemnify the Association against all claims for loss arising in connection with or in relation to:

- a) The Stallholder's occupation of the market;
- b) Any injury or harm suffered by the Stallholder or their assistants;
- c) Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or in part, of any act or omission by the Stallholder;
- d) Any loss of or damage to the Stallholder's property regardless of the cause of that loss or damage;
- e) The death of any person of a consequence, in whole or in part, of any act or omission by the Stallholder;
- f) Any breach of these terms and conditions by the Stallholder;
- g) Any legal costs on a full indemnity basis incurred by the Association as a result of the Stallholder's breach of these regulations.

**15. Disputes**

Any dispute between a Stallholder and the Association arising from the above Conditions should be referred to the Chair of the Hall Committee.

*August 2013*