Frome Weekly Markets – Terms and Conditions for Traders

These Terms and Conditions apply to everyone trading with Frome Town Council events and Frome Weekly Markets. They are designed to keep the everyone safe, welcoming, fair and well managed.

By booking and attending a market or event, you agree to follow these Terms and Conditions and any reasonable instructions given by the Market Coordinator or the Events Administrator on behalf of Frome Town Council (FTC).

1. Trading at the market

A booking gives you permission to trade at the market on the agreed date and pitch. It does not create a tenancy or give you a permanent right to a particular pitch.

Regular traders will normally be offered continuity where possible, but FTC may change pitches, layouts or market arrangements where this is necessary for the safe and effective operation or development of the market.

FTC may cancel or alter a market or event where necessary, including because of severe weather, safety concerns or circumstances outside its reasonable control.

2. Market Coordinator

The Market Coordinator or Events Administrator represents FTC and is responsible for the day-to-day running of the market and events.

Traders must follow reasonable instructions from the Market Coordinator, particularly in relation to:

- health and safety
- pitch location and market layout
- vehicle movements
- gazebo and stall safety
- access and emergency routes
- waste and cleanliness
- trading times
- goods being sold.

If you disagree with an instruction, please comply with it at the time where it relates to safe or effective market operation and raise your concern afterwards using the procedure in section 15.

3. Behaviour

We want Frome Weekly Markets to be welcoming and respectful.

Traders and anyone working on their stall must behave professionally and courteously towards customers, other traders, FTC staff, councillors, contractors and members of the public.

Abusive, threatening, discriminatory, intimidating or seriously disruptive behaviour will not be tolerated.

Fighting, illegal drug use or other unlawful activity is prohibited.

Traders must not deliberately obstruct another trader's business or create an obstruction or safety risk within the market.

Reasonable criticism, complaints or disagreement are not prohibited. We simply ask that concerns are raised respectfully and through the appropriate channels.

4. Trading hours and attendance

This can vary with Events. With the weekly market trading hours are **9am–3pm**, unless FTC agrees otherwise.

Traders should be ready to trade by the opening time and remain open until the market closes unless agreed with the Market Coordinator.

If you are going to be late or cannot attend, please tell the Market Coordinator as soon as possible.

Failure to attend does not automatically entitle you to a refund or cancellation of the pitch fee.

5. Bookings and payment

All bookings must be made through FTC's approved booking system.

Pitch fees must be paid in advance by the deadline shown on the invoice. Unless otherwise agreed, a pitch is not confirmed until payment has been received.

We cannot normally accept cash on market days.

Fees are generally non-refundable, although FTC may use discretion in exceptional circumstances such as illness or compassionate circumstances.

FTC may review its charges. Traders will be given reasonable notice of changes.

6. Pitches

FTC allocates pitches taking account of safety, best layout, trader requirements, the products being sold and the overall balance of the event.

FTC cannot guarantee the same pitch each week.

FTC may move or reallocate a trader where reasonably necessary for the safe operation or overall benefit of the market.

Traders must remain within their allocated area and must not obstruct pedestrian routes, neighbouring stalls, emergency access or roadways.

The Market Coordinator's or Event Administrators operational decision on pitch allocation on the day is final. Concerns can be raised afterwards through the complaints procedure.

7. Products

When applying, traders must provide an accurate description of the products they intend to sell.

Only products approved by FTC may be sold.

If you wish to introduce a substantially different product or product range, please obtain approval from the Market Coordinator before selling it.

Prohibited goods must not be sold. Please refer to FTC's current prohibited goods guidance.

Traders are responsible for ensuring that their products, descriptions, pricing and trading practices comply with all applicable consumer protection, licensing and trading standards requirements.

8. Insurance and legal requirements

Traders must hold appropriate insurance for their activities, including a minimum of £5 million public liability insurance, and provide evidence when requested.

Traders are responsible for ensuring that they and anyone working for them comply with all legislation and regulatory requirements relevant to their business.

Food and drink traders must hold all registrations, food hygiene documentation and licences required for their activities.

FTC may request evidence of compliance at any time.

9. Health and safety

Every trader is responsible for operating their stall safely and taking reasonable care of customers, other traders, staff and members of the public.

Traders must:

- use safe and suitable equipment
- keep their pitch free from trip and other hazards
- follow reasonable safety instructions from the Market Coordinator
- keep emergency and pedestrian routes clear
- comply with FTC's Severe Weather Protocol.

FTC may require trading to stop immediately where the Market Coordinator reasonably considers that an activity, stall or piece of equipment presents a safety risk.

10. Gazebos and stalls

Traders must provide a commercial-quality stall or gazebo that is suitable for market trading.

Gazebos and stalls must be adequately secured and weighted for the conditions and comply with FTC's Severe Weather Protocol.

FTC staff may require additional weights, alterations to a stall or removal of equipment where reasonably necessary for safety.

Goods and equipment must remain within the allocated pitch unless agreed otherwise.

11. Fire, gas and electricity

Traders using cooking equipment, gas or electricity must comply with all applicable safety requirements and provide relevant certification when requested.

Appropriate and properly maintained firefighting equipment must be available where the activities on the stall require it.

FTC may refuse the use of equipment that cannot be demonstrated to be safe.

12. Vehicles

Vehicles must:

- use designated market entrances and exits
- travel at no more than **5mph** within the market area
- follow instructions from the Market Coordinator
- be removed from the trading area before the market opens unless specific permission has been given.

Pedestrians have priority within the market area.

13. Waste and cleanliness

Traders are responsible for their own trade waste.

Your pitch must be kept clean and tidy throughout the market and all waste, packaging, boxes and other materials must be removed at the end of trading.

Nothing should be left for FTC's public litter collection unless specifically agreed.

14. Children and young people

If anyone under 18 will regularly work or assist on your stall, please tell the Market Coordinator.

The trader is responsible for ensuring that their employment or involvement complies with all applicable safeguarding, employment and child employment requirements.

15. Problems, complaints and appeals

We encourage traders to raise problems early so that they can be resolved informally wherever possible.

If you disagree with a decision or believe you have been treated unfairly, please raise the matter with the Market Coordinator in the first instance.

If the matter cannot be resolved, you may submit a written complaint to Frome Town Council.

Where a formal warning, suspension or withdrawal of permission to trade is issued, the trader may appeal in writing. The appeal will be considered by an FTC manager who was not responsible for the original decision wherever practicable.

16. Breaches of these Terms and Conditions

For ordinary breaches, FTC will normally use a proportionate process:

1. **Verbal warning** – explaining the problem and what needs to change.
2. **Written warning** – where the problem continues or is repeated.
3. **Suspension or withdrawal of permission to trade** – for further or persistent breaches.

FTC does not have to follow these stages where an incident is sufficiently serious.

FTC may immediately suspend a trader while an incident is investigated where there is a reasonable concern involving:

- violence or threats of violence
- serious abusive, discriminatory or intimidating behaviour
- a significant health and safety risk
- illegal activity
- a serious or deliberate breach of these Terms and Conditions.

Any decision to permanently withdraw permission to trade should be confirmed in writing, with reasons and information about the right of appeal.

17. Applications

Applications must be made through FTC's approved booking system and include all documentation requested.

Submitting an application does not guarantee a pitch.

FTC may consider the existing trader mix, available space, safety, product range and the overall interests and development of the market when deciding whether to accept an application.

18. Changes to these Terms and Conditions

FTC may update these Terms and Conditions where reasonably necessary.

We will notify registered traders of significant changes and publish the current version through the Council's usual market information channels.

Frome Town Council

These Terms and Conditions should be read alongside the current:

- Severe Weather Protocol
- prohibited goods guidance
- market pricing information
- booking requirements
- relevant FTC policies and procedures.