

Levenshulme Market CIC has made the following terms and conditions for the use of stalls and spaces operated on our market. Levenshulme Market CIC reserves the right to amend these Terms and Conditions from time to time. Please note the Cancellation Policy within this document.

## Terms and Conditions for Stallholder Bookings

### Trader at Levenshulme Market

All traders on any of Levenshulme Markets events must apply for stalls by fully completing and submitting an application via the market's [webshop](#).

All traders wishing to trade at Levenshulme Market, and all persons working for traders on their stalls, must be eligible to work in the United Kingdom. Traders must provide the appropriate supporting evidence, upon request, to Levenshulme Market, Manchester City Council or any other appropriate authority confirming the eligibility of themselves and their staff to work in the United Kingdom. It remains a criminal offence under section 8 of the Asylum and Immigration Act 1996 to employ a person aged 16 or over who is subject to immigration control unless:

- That person has current and valid permission to be in the United Kingdom and that permission does not prevent him or her from taking the job in question
- The person comes into a category where such employment is otherwise allowed (e.g. asylum-seekers who have been given permission to work).

### Occupation of a stall or space

Traders shall only trade from the stall or space allocated with the equipment provided at the prescribed times, and must not trade from any other stall or space or use any other equipment owned by Levenshulme Market unless instructed to do so by Levenshulme Market.

Traders shall not set aside any space at any time for any other trader.

Traders must occupy the space at all times during the prescribed trading times.

Traders must vacate the Market not later than 60 minutes after the end of the prescribed trading times, unless express written permission has been granted by Levenshulme Market.

If the trader fails to occupy the stall or space by the start time of the market, the stall or space may be re-allocated for that day and full fees will still be charged to the trader.

In the event of a licensee being unavoidably delayed, the stall or space may be reserved provided Levenshulme Market are notified prior to the start time of the market.

Traders must operate their business and allocated stall or space within a quality standard determined at the discretion of Levenshulme Market – if Levenshulme Market feels that there is a deficiency in quality standards they will notify the trader and give notice to comply within a reasonable time frame.

### **Stall fees**

Stall fees must be paid in advance of trading, for an entire calendar month's dates by the deadline date provided by Levenshulme Market. A payment schedule, totals and deadline dates will be outlined in the email from Levenshulme Market confirming which trading dates an applicant has been allocated.

Failure to pay stall fees by the deadline dates provided by Levenshulme Market will result in all dates within the payment period being cancelled and the spaces offered to another trader on the waiting list.

Where a licensee is absent on any market day no refund of previously paid fees will be issued – please see the Cancellation Policy within this document for reference.

Levenshulme Market reserves the right to amend its charges and payment instructions as necessary, and will inform traders of any changes to its stall fee charges.

### **Cancellation Policy - Traders**

#### ***Cancellation of a stall by a trader:***

- **Up to 7 days before event** - the stall fee will be refunded minus an admin fee ([link to table of different admin fees](#))
- **After 7 days before an event** - the full stall fee will be retained, with no refund due to the trader.
- Appeals will be considered on a case by case basis by the Market Directors
- **Cancellation must be done via email only**
- Any trader who does not attend the market even if they have paid in advance for their stall will be given "three strikes" whereby after three further occurrences of this action we will cancel all future bookings until such time as we are reassured that they will definitely be able to attend their next booking.

### **Cancellation Policy – Management**

***If we are forced to cancel a market due to adverse weather (force majeure) or other conditions we will:***

- Aim to notify all traders by email a minimum of 24 hours before the given event where possible. Special provision will be given to hot food traders or traders who otherwise source fresh ingredients in order to trade – we will aim to give a “warning” of any weather issues under consideration a minimum of 48 hours before the given event where possible.
- The stall fee will be refunded minus an admin fee (details of admin fee)
- Traders will not be eligible for compensation in the event of cancellation of a market
- Where cancellations are due to weather we will be guided by Met Office information and warnings
- Other cancellations (i.e. due to cases of national emergency or force majeure) will be considered on a case by case basis by the directors of the Market
- Decisions of cancellation by the directors of the Market are final.

### Use of electricity

Electricity generated by Levenshulme Market is only available to traders who have booked this facility in advance of arriving at the market.

Traders who have booked electricity “single” electricity may only bring equipment to the market totalling **no more than 1400w per stall** and must declare in advance what equipment they will bring and wattage of that equipment.

Traders who have booked electricity “double” electricity may only bring equipment to the market totalling **no more than 2800w per stall** and must declare in advance what equipment they will bring and wattage of that equipment.

All electrical installations must be installed by a competent person, and appropriately certificated. NICEIC certificates must be provided upon request to Levenshulme Market or an authorised officer.

Traders are responsible for ensuring that any electrical goods or equipment they use or provide on the stall or space, satisfies relevant legislation. Traders shall provide evidence of Portable Appliance Test certificates for all electrical goods and equipment to an authorised officer when requested.

The use of generators is prohibited unless authorised by Levenshulme Market. Where authorised, traders shall ensure that generators are super silenced or similar type, fit for use, regularly serviced, placed in an appropriately-sized cage, positioned within the confines of the allocated stall or space and so as not to cause obstruction, hazard, or impede the operation of the Market.

Traders shall ensure that all trailing cables are covered with anti-trip matting.

Traders must immediately cease to use any equipment that Levenshulme Market deems to be in an unsafe condition or not as described in advance by the trader.

No person, unless authorised by Levenshulme Market, shall interfere with or alter the electric wiring or standard lighting to the market or stalls.

No heating apparatus or items operating with a naked flame shall be used on the Market, except where permitted to do so by Levenshulme Market.

### **Sale and Storage of Goods**

The stall or space must only be used for the purpose of the buying and selling of authorised goods, except with the permission of Levenshulme Market.

Only those goods or services specified on the booking form or agreed at the time of allocation may be sold. Written approval from Levenshulme Market must be obtained before any changes are made to the agreed type of goods or services sold.

The trader must endeavour to keep the stall or space well stocked with goods throughout the trading day.

All goods offered for sale as second-hand must have been sold by retail on a previous occasion.

The use or sale of gas or gas appliances is only permitted where proof of compliance with Gas Safe terms and conditions and any other relevant legislation is available to view on request on the day of trading.

Traders shall not abandon in the Market any goods, packages, equipment, or vehicles during or after the prescribed trading times, or after leaving the space or market.

All food sales and food trader personnel must comply with all the relevant standards and conditions of the Council's Environmental Health Department, and all food goods must be stored in rodent-proof storage containers. Traders selling food must do so as a food business and by taking a stall guarantee that they have the appropriate hygiene certification. Sellers trading in food must send the appropriate certification to be inspected by Levenshulme Market prior to trading.

It is compulsory by law for food traders to display food allergen information and have a record of these relating to their products. Traders must either list allergens with each dish on their menu OR display a notice asking customers to enquire about items which could have ingredients that may be allergic to them. More information can be found here:

<https://www.food.gov.uk/sites/default/files/multimedia/pdfs/publication/loosefoodsleaflet.pdf>

Food traders will not be permitted to trade without an allergen notice on display.

### **Sale of Alcohol**

No trader may sell alcohol at the market without the explicit permission of the Market directors.

The market operates a "Challenge 21" policy relating to the sale of alcohol and the only ID that should be accepted is a passport, photo driving licence, PASS accredited proof of age card or military identification card.

Traders who do not currently hold a personal licence must ensure that they are aware of the strictures of the "Challenge 21" policy and how it is to be enforced.

All traders who sell alcohol have been reminded to be vigilant for evidence of proxy sales.

All traders selling alcohol are required to display appropriate signage indicating that it is an offence to buy or attempt to buy alcohol for a person who is under 18 and for a person under the age of 18 to buy or attempt to buy alcohol.

### **Goods on Sale**

Please note that we may refuse bookings from traders whose goods we feel are not in keeping with the ethos of the market. In particular we are not able to accept stalls which are operating as franchisees of national or international businesses.

### **Hours of Opening**

The markets shall be open for trading during the prescribed times, details of which shall be emailed to traders upon booking.

All traders shall keep their allocated stall or space open for the sale of goods and services during the hours of opening.

Levenshulme Market reserves the right to amend the opening hours, close or alter the layout of any market or close and stop the sales from any stall or space at any time without being liable for any loss sustained by the trader, directly or indirectly, if it is in the best interest of the market or the general public.

In the event of the cessation or interruption of the Market, Levenshulme Market CIC shall not be liable for any damages, including profits, howsoever caused.

### **Encroachment (building out)**

No space shall be altered or extended in any way without the consent of Levenshulme Market CIC.

Goods and equipment shall not be displayed or deposited beyond the boundary of the stall or space unless agreed by Levenshulme Market CIC. Where a trader fails to comply with a request from Levenshulme Market to move goods and equipment, Levenshulme Market reserves the right to remove goods and equipment displayed or deposited beyond the boundary of the stall or space, which in the opinion of Levenshulme Market, are causing a nuisance, obstruction or hazard. The goods shall be either placed within the boundary of the space or removed to storage, or in the case of perishable goods Levenshulme Market reserves the right to dispose of these, and for which the trader will be required to pay the appropriate storage, waste and administration fees.

The trader must only conduct business from within the perimeter of the allocated stall or space.

Goods and equipment must not be placed on, hung from or attached to the supports, fixtures or roof of the stall or space roof, unless provision has been made, by Levenshulme Market, specifically for the purpose.

Traders shall not erect any canopy other than one approved by Levenshulme Market. All clips and ties used to secure sheeting must be safe and suitable for the purpose.

### **Conduct of the Trader**

Traders are responsible for their conduct and that of their employees, assistants and agents in relation to these terms and conditions. Contraventions of the terms and conditions by employees, assistants and agents may result in disciplinary action being taken against the trader.

Traders shall at all times conduct their business in an honest, civil and business-like manner, without causing nuisance, obstruction or interference in any way with the general public or with the business of any other trader or retailer, and in compliance with instructions given by Levenshulme Market, authorised officers of Levenshulme Market CIC or the emergency services.

Traders must comply with all statutory and other legal requirements, both civil and criminal, including notices, orders, restrictions, directions, conditions and bye-laws, in particular those relating to illegal working, Trading Standards terms and conditions, consumer goods and services, traffic terms and conditions and the employment of children.

Traders shall take all reasonable steps to ensure the safety of others, and must have the appropriate risk and fire risk assessments available upon request for inspection by Levenshulme Market or an authorised officer.

Traders and all attending the Market shall observe and comply with the instructions and requirements of Levenshulme Market in securing the proper management of the Market.

Traders are responsible for ensuring that they, their employees, assistants, agents and customers evacuate the market promptly when notified.

During the prescribed trading times, all traders shall have available to display within their stall or space all relevant permits, passes, certificates and other legal documents.

All accidents, disputes, thefts, disorderly conduct, goods lost or found and damage to Levenshulme Market's property shall be reported to Levenshulme Market as soon as practicable, and in any event before leaving the site.

Nothing contained in these Terms and Conditions is to be taken to relieve or excuse the trader, his/her assistants, employees and agents from any existing legal duty. Nothing herein shall be deemed to create the relationship of Landlord and Tenant between Levenshulme Market and the trader.

### **Pitching**

No trader shall use any space for pitching, except where a space has been reserved by Levenshulme Market for this purpose.

### **Cleaning and Refuse Disposal**

Traders must keep the allocated stall or space and its immediate surroundings, including their own facilities, in a clean and tidy condition.

Traders and all attending the Market shall not bring any items or refuse onto the site for disposal or abandonment.

All traders are responsible for removing all of their own refuse from the market area and dispose of it legally and responsibly off-site.

Traders refuse must not be deposited in public litter bins or Market waste bins.

At the end of the trading times traders must remove all unsold and uncollected items and all trade equipment from the site.

Food traders shall comply with any specific requirements relating to the storage and disposal of waste and the cleaning of premises.

### **Damage**

The use or attachment of anything likely to cause damage to Levenshulme Market's site, floors, buildings, vehicles, gazebos, fixtures or fittings is strictly prohibited.

The cost of repairing or making good any damage caused by the trader, his/her employees, assistants, or agents to fixtures and fittings or other market property, shall be charged to the trader unless the trader can prove otherwise.

### **Fixtures and Fittings**

No alterations are to be made to any part of the stall or space without the prior submission of plans to and written approval of Levenshulme Market.

### **Traders Vehicles**

Trader vehicles used on the Market must be legally eligible to drive on the highways, and the driver must be legally eligible and appropriately insured.

Traders and all attending the market must comply with the specified driving restrictions and instructions.

Traders shall remove their vehicles from the public thoroughfares immediately after unloading, and 45 minutes prior to the market start time, unless otherwise authorised by Levenshulme Market.

No traders shall be permitted to move their vehicles back into the public thoroughfares prior to the prescribed market closing times.

The only vehicles allowed on the market site are those with trailers attached. No other vehicles will be allowed.

Vehicles must be loaded/unloaded immediately, and not left unattended in the public thoroughfares. The serving of customers is prohibited whilst loading/unloading.

Vehicles shall be parked in the designated parking areas, and must not be parked on loading bays, surrounding roadways, service roads or loading bays.

Access to the market for emergency services must be maintained at all times.

### **Public Liability Indemnity**

All traders shall indemnify Levenshulme Market CIC from all claims, damage, loss, expenses and costs howsoever caused including, without limitation, those resulting from any explosion, fire, accident or injury to any person or property which may arise as a result of or in connection with the occupation or use of any space by the trader.

All traders shall maintain an insurance policy with a reputable insurer, to a minimum of £5 million cover against third party and public liability, during the term of occupancy or registration with Levenshulme Market. The trader shall



confirm that this is in place upon registration and evidence provided to an authorised officer when requested.

All traders shall maintain an insurance policy with a reputable insurer for cover against the damage and loss of their goods, fixtures and fittings, howsoever caused, during the term of occupancy or registration with Levenshulme Market.

All traders employing staff shall maintain an insurance policy with a reputable insurer for cover against employee liability.

### **Termination**

All traders shall comply with the terms and conditions from time to time authorising the use of the part of the relevant Market. Failure to do so may result in termination of the authorised use / agreement under the terms and conditions applying at the relevant time.

Failure to adhere to these terms and conditions may result in termination of a registration or authorisation to trade from any stall or space and may take effect immediately.

Costs incurred by Levenshulme Market CIC in remedying breaches of any of these Terms and Conditions may be recharged to the trader responsible for the breach.