



Wells City Council

Markets Terms & Conditions

Document No.35

Purpose	Guidance to traders staff and Councillors associated with the running of market provisions
Additional Papers	As appended
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Terms and Conditions of Trading at Wells Market

For the purpose of the Document and Appendix

“The Council” is W.C.C.

“The trader” is a market trader/stall holder of any type.

1.1 Communication

All communication with Wells Market will be either by phone (Insert Market Phone/Townhall) or email markets@wells.gov.uk or via an application on the council website.

It is the responsibility of the stall holder to promptly notify the Council in writing of any changes to their contact details as soon as possible to ensure accurate communication.

1.2 Application

Applications for places at the markets must be made in advance and include relevant documentation.

When an application is made a trader will be entered onto the councils waiting list and will then be classed as a casual trader. Given there are a limited number of regular trader positions casual traders will be invited to become a regular trader as and when the opportunity of a regular pitch arises and in line with the balance of trade required to maintain a healthy market.

All applications will be reviewed by the Markets Supervisor and any invitation to trade will be made in line with the balance of trade required to maintain a good offering to the market visitors. An application is not a guarantee of a placement.

Traders requiring electricity must complete an Electrical Usage Request Form and abide by the terms and conditions of usage see Appendix 4

1.3 Grant

The Market Trader will be granted the right to use the market venue on market days for the sale of goods, as outlined in Appendix 1, as directed by the Council. Such right not to be removed without prior consultation (which for a regular trader will continue from week to week, and for a casual trader daily). Excepting and reserving that Wells City Council has the full right and liberty not to hold a market on such day or days as it thinks fit, after due consultation.

2.1 Conditions

The Market Supervisor is the appointed representative of the Council on the market and responsible for running the market in line with Wells City Council Markets Strategy

and Corporate Priorities, and relevant health and safety policies and national guidelines.

2.2 Conduct

The Stall holder shall always conduct their business in an honest, civil, business-like manner. The stall holder must not interfere with the business of other traders and always act in compliance with any instructions given by the Market Supervisor.

The Trader must be actively engaged in the business and in trading from the stall, no person other than the trader or their agents and/or employees (paid or unpaid), shall use the stall or sell or offer for sale any articles from the stall.

The use of obscene, abusive or discriminatory language or any act or conduct, which may cause offence or be considered bullying towards other traders, Market Supervisors, or members of the public, is strictly forbidden.

Any act, including shouting, throwing of items, which is performed to a degree or an extent, which is likely, (in the opinion of the Market Supervisor), to be a nuisance or annoyance to other traders or members of the public is forbidden. Traders are not allowed to perform any act, which may cause persons to congregate around the stall, to cause an obstruction in any gangway or roadway.

No Fighting, drugs (promotion or consumption), or smoking in the vicinity of the market stalls is permitted.

The use of radios, tape recorders, record players or the production or reproduction of music is forbidden. Unless for demonstration purposes only.

Traders shall comply with and ensure that their agents and/or employees (paid or unpaid), comply with all relevant statutes, statutory Instruments, Local Acts, Byelaws and Common Law.

Traders are expected to present a positive image at the market and to treat customers, fellow traders, and others with courtesy always. Nor bring any adverse publicity to the market, fellow traders, or the Council, including social media.

No sign, other than any connected with the retail business to be displayed on the stall. All such signs must comply with the Trades Description Act 1972.

All traders must adhere to current legislation including The Consumer Rights Act 2015, Licensing Act 2003 and Weights and Measures Act 1985

2.3 Market Hours

Trading shall not take place before or after the market times (see Appendix 1). Stallholders must keep their stall open for business for the entire duration of the market, unless by prior arrangement with the Markets Supervisor.

The Market Supervisor may, at their discretion, cancel the market, or change trading timings on any given day and the Council shall not be liable for any loss incurred because of the cancellation.

2.4 Insurance

The Stall holder agrees to indemnify the Council from and against all claims, demands, proceedings, damages, costs charges and expenses howsoever arising and that public liability insurance covering to minimum of ten million pounds (£10m). Current valid Insurance Certificates should be available on request, not less than annually.

2.5 Unavoidable Delay

In the event of a trader arriving late, the Market Supervisor may hold the pitch open, if they have been contacted prior to the deadline time of 6.30am

If a trading position is reserved, as above and the trader fails to attend, without notifying the Market Supervisor, the Council reserves the right to hold that trader liable for the payment for use of that position.

Should notification not be provided, the council reserves the right to fill the trading space if it so wishes.

2.6 Holidays

Regular traders are entitled to 4 weeks annual leave (see Trader Holiday Form Appendix 3). This should be notified with no less than 14 days' notice, through the process as outlined.

2.7 Health and Safety

All Traders must ensure that they comply with the requirements of the Health and Safety at Work Act 1974 and regulations made thereunder. Similarly, they are reminded of their civil law duty of care to the public. This extends to the provision of safe equipment and articles used in connection with their trading activities.

Traders are required to comply with all reasonable improvement requests to safety were directed by the Market Supervisor.

For the avoidance of doubt any area outside of a trading pitch is the sole responsibility of the Council during trading hours. During the build phase the council has full responsibility for the health and safety of the market square and vehicle access and egress.

For adverse weather conditions – See Severe Weather Protocol Appendix 2.

2.8 Market Charges

The council has a no cash policy. All payments must be made by card or monthly invoicing. All payments will be collected by a Council member of staff on each Market Day according to the market tariffs, available on the Wells City Council website. Non-payment by the Stallholder, will be treated as termination of the trading agreement with immediate effect.

Payment is non-refundable. The Council may use their discretion in cases of illness / compassionate leave / extenuating circumstances etc. Where a trader must leave the market before the end of trading.

A receipt will be given for card payments. The receipt must be retained for the duration of the day's trade.

The Council reserves the right to review charges as they see appropriate, giving a minimum of 14 days' notice. Any trader who is VAT registered must declare it to the Markets Officer and to the relevant tax authority.

2.9 Trading Options

To be considered a regular trader, the trader must trade and have completed 3 months as a casual trader.

Following completion of a three (3) month casual trading period, and upon confirmation by the Council/Market Supervisor and acceptance by the trader of Regular Trader status, the trader shall be entitled to a guaranteed pitch at the market.

A guaranteed pitch entitles the trader to a pitch space only and does not guarantee allocation of any specific pitch location or position. All pitch allocations and locations shall remain at the sole discretion of the Council/Market Supervisor.

Upon acceptance of Regular Trader status, the trader shall be entitled to four (4) weeks' leave in each trading year, subject to the market's leave notification and approval requirements.

Any leave requested in excess of four (4) weeks must be agreed in advance by the Market Manager, and any applicable pitch fees in respect of such additional leave must be paid in full prior to the commencement of that leave.

Approval of leave in excess of four (4) weeks shall be at the sole discretion of the Market Manager and shall not guarantee retention of Regular Trader status.

(See Appendix 3)

Stallholders who do not attend regularly, or according to their application, and do not notify the Council in advance of the reason may forfeit their Regular Trader status and be charged the pitch fee for the market not attended.

A casual trader is defined as a trader who trades on a non-regular basis at a Wells Market. Pitches will be allocated subject to availability and no regularity of pitch is guaranteed.

Relevant documentation must be available to show the Market Supervisor prior to a pitch being given.

Casual traders will need to give at least one month's advance notice and state on their application form which months they would like to be considered for trading.

Trading as a regular trader is not guaranteed until such time a pitch becomes available.

2.10 Charity Stalls

Charity stall applications are welcomed by Wells City Council, they follow the same application process as a regular trader. Please see Appendix 7 Charity Stalls Criteria.

Charity Stalls are limited to 4 per year for the same Charity and offered FOC.

2.10 Allocation of Pitches

The Council reserves the right to change the allocation of stall positions for the overall benefit of the market.

Pitch allocations shall be made taking in to account the type of goods the trader is selling.

Where a trader refuses to accept the trading location offered they will be requested to leave the market and considered to be absent on that day. The Council reserves the right not to allocate a trading position even if it is vacant.

2.11 Trade Waste

The Council do not supply bins for trade waste at their markets. The trader is responsible for the control, collection, and removal of all trade waste from in and around their stall and to maintain their stall, ensuring it is free from rubbish and in a clean condition, both during trading and to ensure that no goods, boxes, or litter is left at the end of the trading day.

2.12 Goods to be sold / Changes in Listed Goods

The Council will require a detailed list of what a trader intends to sell. Only goods authorised by the Council can be sold or displayed.

Any request for additions or changes in the type of goods must be requested in writing and approved by the Council prior to being sold or displayed. If you wish to add or change goods please contact markets@wells.gov.uk.

No prohibited goods will be sold on the market – (see Appendix 5)

2.13 Fire

All traders who have cooking or open flame must ensure there is adequate means of fire fighting within their unit. In addition, traders must ensure that all fire extinguishers are inspected annually by a competent person, and a record kept.

All traders, particularly those using gas and electric, must ensure that the equipment is suitable for the purpose of their stall e.g., carbon dioxide, foam, powder, or wet chemical.

2.14 Access and Egress on Market Premises

I. All vehicles on any Wells Market must use only the approved entrances exits. (see Appendix 6)

II. No vehicle shall exceed 5 mph in market areas.

III. Vehicles must park in accordance with the directions of the Council.

IV. All traders' vehicles must be removed as soon as possible from the market prior to trading, or at the Councils discretion. (See Appendix 1 for trading times)

V. For the safety of all concerned, traders will not be allowed onto a market site while the stall structures are being built. Completion will be declared only after the health and safety handover between the setup staff and the Market Supervisor is complete. The Market Supervisor may phase in certain stalls early if they deem it safe to do so.

2.15 Employment of Children and Young

All traders who bring persons under the age of 18 onto the market must comply with The Children Protection at Work Regulations 1998

The Market Supervisor must be informed if persons under the age of 18 are to be present at a market stall (paid or unpaid)

2.16 Use of Stalls/Gazebos

The Council will provide stalls/gazebos for traders use.

Once supplied, the stall, gazebo, or umbrella, including any weights and straps, should not be altered, added to, tampered with, or moved in any way as this may render it unsafe. If the structure becomes unsafe due to tampering/changes made by the trader, the trader will be responsible for any damages or injuries.

Traders are not permitted to encroach on the aisles in a way which impedes pedestrian movement around the market or presents a safety hazard or which may be detrimental to the efficient operation of the market.

In the event of damage caused by any trader to a Council owned stall/gazebo, the cost of repairing such damage shall be recoverable from that trader by the Council and in default in any such payment shall be recoverable by legal action.

All equipment will be counted in and out with any shortages charged to the trader.

All traders are responsible for maintaining the stall and its fittings in no worse a condition than it was provided in.

If the equipment is not left in the same condition, cleaning charges may apply.

All goods must be stored, exhibited, or exposed for sale within the defined area of the stall only.

Goods will be allowed to drape the front of the pitch, providing they are displayed on appropriate stands that are within the confines of the stall area. Such goods must be flush to the stall edge.

Any request for stall/unit/pitch transfer will be examined individually.

2.17 Notice to Terminate

Notice in writing must be given of a stallholder's intention to leave the market, such notice to expire at close of the next appropriate Market Day after receipt of such notice.

2.18 Non-Compliance with market terms and conditions

Non-compliance with the terms and conditions of trading will result in

- First instance a verbal warning, which will be held on file by the Council for 6 months
- Second instance a written warning being issued to the trader, which will be held on file by the Council for one year
- Third breach will result in the permission to trade at the market being immediately revoked.
- The Trader may appeal the issue of a warning letter or the revocation of permission to trade by submitting a written appeal within seven (7) days of the date of notice. Any such appeal will be considered by the Town Clerk, whose decision shall be final..

Wells Market reserves the right to immediately refuse, or revoke trader permission to trade at any of their markets for the following.

- Abuse, either verbal or physical aimed at another person.
- A serious breach of health and safety regulations.
- Caused, permitted, or has become culpably involved in a serious breach of good order
- Convicted of a criminal offence.

Any notice required to be served by the Council, shall be deemed to be served if delivered personally to the stall holder, emailed to the stall holder, or if sent by post, to the stall holder's last known address.

2.19 Complaints / Grievance Procedure

Traders are requested to comply with all reasonable requests made by the Council.

If a Trader considers that they have been mistreated, or that a request made by the Council was unreasonable, the Trader may submit a grievance in writing (by letter or email) to the Open Spaces Officer, and such grievance shall be treated in the strictest confidence.

If the Trader remains aggrieved following the Open Spaces Officer's decision, the matter shall be referred to the Town Clerk for determination, and the Town Clerk's decision shall be final..

By signing this form, you are agreeing to the market trading terms and conditions. Please complete the form below and return to the Council. You will also be issued a copy.

Trader Representative

Name

Position

Signature

Dated

Council Representative

Name

Position

Signature

Dated

Appendix 1 - Market Operating Hours, Access and Cancellation

1. Market Days and Trading Hours

1.1 Wells City Council (“the Council”) operates the Wells City Market on the following days:

- Wednesdays and Saturdays, or events as so agreed.

1.2 The authorised public trading hours of the market are 09:00 to 15:00. However, trading in advance of 9:00 will be by agreement.

1.3 No trading shall take place after 15:00 unless approval has been granted by the Council.

1.4 Trading outside of the authorised trading hours is strictly prohibited.

2. Site Access, Market Build and Set-Up

2.1 The Council shall undertake market build and site preparation between 05:30 and 06:45 on each market day.

2.2 Traders shall not access the market site prior to 06:45 under any circumstances unless authorised in advance by the Market manager.

2.3 Trader access to the site is permitted from 06:45, subject to the completion of market build and any instructions given by the Council or its appointed officers.

2.4 Traders must erect stalls, complete all set-up activities, and ensure that their stall is fully operational and ready for trading by 09:00.

2.5 All stalls must be open and actively trading at the commencement of public trading hours unless otherwise authorised by the Council.

3. End of Trading, Pack-Down and Site Clearance

3.1 Public trading shall cease at 15:00 unless otherwise authorised by the Council.

3.2 Following the cessation of public trading, traders are required to commence pack-down operations in an orderly and safe manner.

3.3 All stalls, goods, vehicles, and equipment must be fully removed, and the market site completely cleared by 16:00 unless otherwise authorised by the Council.

3.4 Traders must ensure that the area occupied by their stall is left clean, safe, and free from waste.

3.5 Failure to vacate and clear the site by 16:00 may result in enforcement action by the Council.

4. Market Cancellation

4.1 The Council reserves the absolute right to cancel the market, in whole or in part, at any time where it considers it necessary to do so in the interests of public safety, operational necessity, or due to adverse weather conditions.

4.2 Decisions relating to cancellation due to weather conditions shall be made in accordance with the Council's Weather Policy for Market Cancellation, as amended from time to time.

4.3 Where the Council has determined that a market is cancelled:

- (a) No market trading shall take place on site on that day;
- (b) Traders must not attend the site, erect stalls, or attempt to trade; and
- (c) Any trading activity carried out following a confirmed cancellation shall be deemed unauthorised.

4.4 A cancellation applies to all traders and all areas of the market site unless expressly stated otherwise in writing by the Council.

5. Compliance and Enforcement

5.1 Compliance with this Appendix is a condition of all trader licences, permissions, and agreements issued by the Council.

5.2 Failure to comply with the operating hours, access requirements, pack-down obligations, or cancellation instructions may result in enforcement action, including but not limited to:

- suspension or termination of trading permission;
- exclusion from future markets; and
- any other action available to the Council under its policies or applicable legislation.

Appendix 2 - Wells Market Severe Weather Policy

We are committed to keeping our markets running wherever possible. However, there are occasions where it is necessary to cancel a market, if there is a significant risk to the health and safety of traders, market officers or the public.

The most common reason for the cancellation of a market is because of adverse weather conditions, wind and/or ice and snow. However, there are other reasons why a market may need to be cancelled. The decision to cancel a market is normally made by the Open Spaces Officer in consultation with the Town Clerk, however, Market Supervisors at a market may take responsibility for deciding if a market should be cancelled for safety reasons through relative council delegations.

The details of the process a market officer will go through if they have concerns are included below.

Cancellations due to adverse weather

A market may be called off due to adverse weather conditions if it is deemed that the prevailing weather at the time is likely to cause danger to staff, the public or traders if the market were to go ahead. These conditions could be, but not limited to.

- Gusting winds more than 35+ mph where measures cannot be put in place to protect traders, or for most of the market opening hours (9.00 am to 15.00).
- Untreated ice/snow
- Persistent torrential rain that may cause the Market area to flood.
- Red weather warning

Weather conditions such as normal rainfall are an occupational hazard for outdoor market traders and would not be a reason to cancel a market.

Market Supervisors monitor the weather reports supplied by the Met Office of potential adverse weather conditions and along with the Open Spaces Officer & Town Clerk, decide on the best course of action. The Market Supervisor will notify, via email, traders of a market cancellation or partial closure no later than 4pm on the day prior to the market.

Traders should also monitor the weather conditions in relation to their offering and notify the market supervisor should they decide not to attend a market due to the weather, before 5pm the previous day.

If a Market Supervisor at a market has concerns about the impact of weather conditions on safety, they should immediately discuss these with the Open Spaces Office. If the Open Spaces Officer is unavailable, they should take responsibility for making the decision on whether to cancel the market, notifying both the Open Spaces Officer and the Town Clerk of their decision and decision-making process via email.

Appendix 3 - REGULAR TRADER HOLIDAY APPLICATION

Regular traders with a minimum of three months regular service to a Wells market will be allowed up to, but not exceeding the equivalent of four weeks free of charge leave from the market without the risk of losing their trading position.

Leave must be pre-arranged in writing at least two weeks in advance to the appropriate Market Supervisor. All leave must be taken by 31st March in each year. Any leave that exceeds the four weeks holiday will be charged at the regular rate.

Leave may not be carried over into the following year.

A week will comprise of a particular trader's usual regular trading day or days at Wells market.

Applications must be made at least 7 days in advance of the first day of holiday. Please print clearly

APPLICANTS NAME: _____

DATE OF REQUEST: _____

I wish to claim holiday allowance for my stall (s) on the following day (s) market	Normal Market Day	DATE(S)
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****I accept that if I have any outstanding arrears at the first day of this holiday, I will not be entitled to the allowance applied for on this form and will be liable for the full rent accrued during my absence***

***TRADER SIGNATURE**

TO BE FILLED IN BY MARKET OFFICER:

Officers Name (Please Print)

Signature of Market Officer

Date

Electricity Terms and Conditions of Usage

1. Electricity must be requested in writing by stallholders by completing the Electrical Usage Form and approved by the Market Supervisor.
2. Wells Market reserves the right to inspect all electrical equipment by a trained electricians from time to time. Electrical wiring or equipment found without current pass stickers will not be allowed to be used and electricity suspended from that trader until complaint equipment/wiring approved
3. Heat producing equipment shall be so placed within the trading area as to offer maximum safety to public.
4. No electricity or lights will be supplied without the Electrical Usage Form being completed.
5. The maximum loading per stall is a) 150w low usage and b) 3000w high usage for cooking and heating.
6. All lighting must be low energy either led or compact fluorescent, no halogen.
7. Stallholders are not permitted to connect additional electrical equipment other than that requested on their Electrical Usage Form.
8. Before equipment is plugged in it must be agreed with the Market Officer in advance.
9. All portable electrical appliances owned by a trader must be maintained in good condition and annually inspected by a competent person and have a (PAT) sticker. Copies of inspection certificates must be retained and, where requested, provided to the Market Officer.
10. If electricity is utilised on a stall, the trader responsible for that stall shall ensure that there are no exposed cables and that the use of electricity would not cause a hazard to members of the public or others.
11. No heaters are permitted on the market.
12. No induction hobs will be allowed at any market

Appendix 5 - Prohibited goods and prohibited selling of goods

The below goods may not be stored, displayed or sold at Wells market.

Weapons and Ammunition: This includes but is not limited to firearms, ammunition, knives (excluding kitchen knives if approved), explosives, and any items used as weapons.

Hazardous Materials: This includes but is not limited to any explosive materials, fireworks, hazardous liquids, bulk gases or anything that is deemed a risk to public safety.

Counterfeit Goods: No counterfeit goods are allowed on the market at any time.

Tobacco: This includes but is not limited to tobacco, nicotine products or vapes single use or refillable.

Spray cans: Any aerosol can that contains paint or any other product.

Animals: This includes but is not limited to live animals, fish, birds and other fowl.

Drugs and Drug Paraphernalia: The sale of legal/illegal drugs as well as drug use paraphernalia are strictly prohibited.

Hate Items: This includes but is not limited to items that promote or glorify hatred.

Offensive Material: This includes but is not limited to items that are sexually explicit, violent, or otherwise offensive.

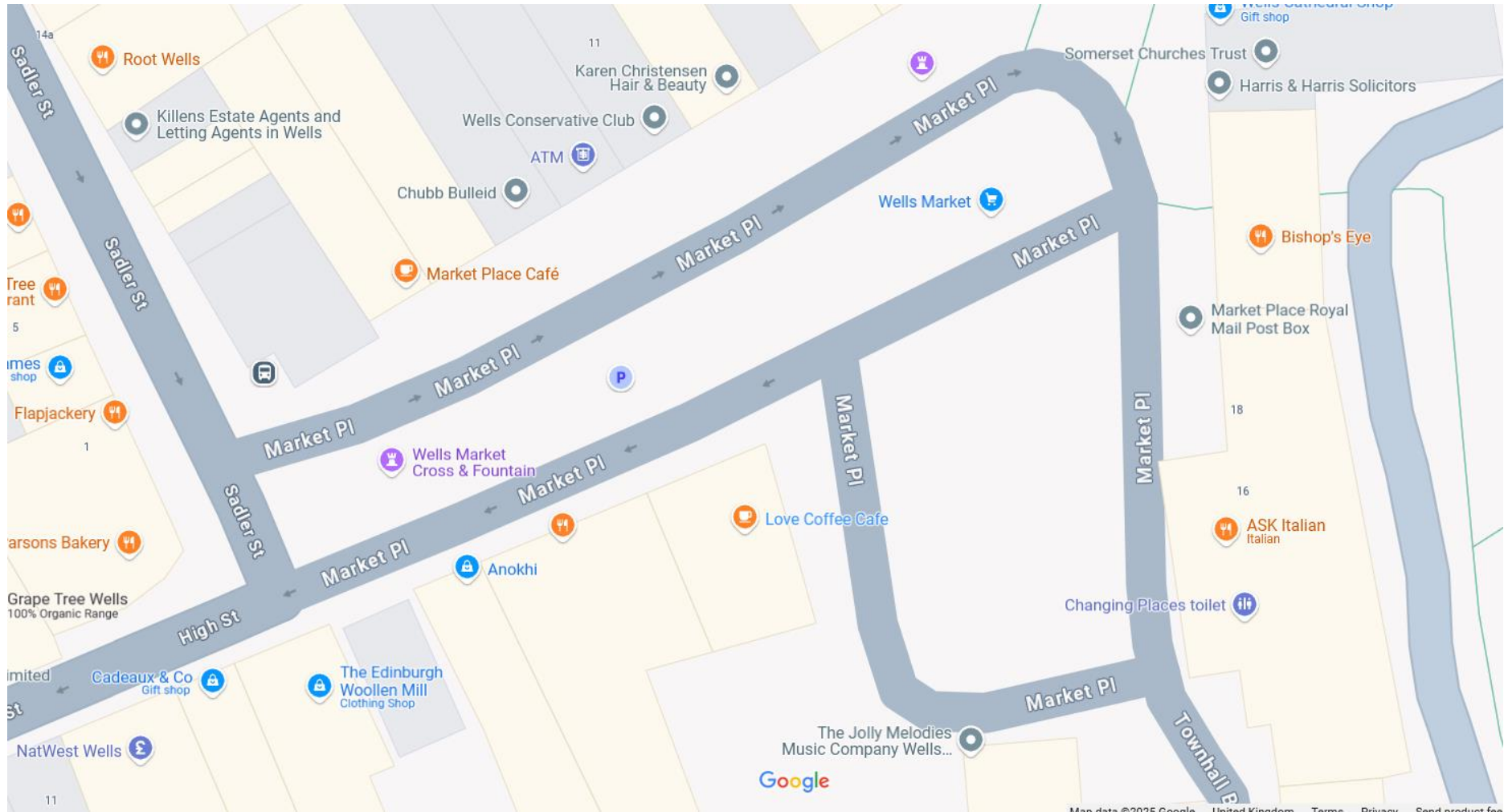
Pornography: This includes but is not limited to pornographic products or materials (paper or electronic).

Non Regulated Intimate Procedures: This includes but is not limited to acupuncture, ear and body piercing, tattooing or electrolysis.

No trader may offer goods for sale by wholesale or by mock auction or auction.

Hawking or carrying goods for sale in the market is forbidden.

Any of the above are found to be on sale will see the immediate termination and expulsion of the trader and the notification to the relevant authorities for investigation.



Appendix 6 Wells Market
Build and Break one way system

Appendix 7 - Charity Stalls Criteria

In order to support charitable and community activities, Wells Market offers a limited number of free charity stalls each month. The following criteria must be met by any organisation wishing to apply:

1. Eligibility Criteria:

The organisation must be:

A registered charity with a valid charity number; **or**

An organisation or cause of significant public interest, as determined at the discretion of the Town Clerk.

2. Market Terms and Conditions:

All approved charity stalls must operate in full compliance with the **Wells Market standard terms and conditions**, including health and safety, conduct, and stall presentation requirements.

3. Usage Restrictions:

A maximum of **four free charity stall per organisation per year** will be permitted.

Allocation of dates is subject to availability and will be managed on a first-come, first-served basis upon approval.

4. Application Process:

Applications must be submitted via the council's website as per the normal application process and all supporting documentation provided.

The Market Supervisor reserves the right to approve or decline applications at their discretion.

5. General Provisions:

The stall must be used solely for charitable or awareness purposes, not for private or commercial gain.

Misuse of the stall or breach of the conditions may result in suspension from future applications.

Food Trader Guidance

1. Traders selling food must follow Food Safety and Hygiene (England) Regulations 2013
2. No food for human consumption other than greengrocery, fruit, vegetables, or eggs may be sold from an open market stall (no roof covering) unless it is totally enclosed in wrapping or other provision or container.
3. All Perishable food must be protected from adverse weather conditions.
4. You must make provision for suitable storage of foodstuffs for the market and ensure suitable monitoring and recording systems are in place i.e., monitoring temperature and condition of food, protect from contamination etc.
5. Traders selling food/drink at the market must have a Food Hygiene Certificate (Level 2). Others working on the stall should hold minimum Level 1 unless product is pre-packaged.
6. Food/drink traders must be registered with their local authority and display their food hygiene rating on their stall. Businesses with a food hygiene rating of <3 will not be allowed to trade at Wells market.
7. Alcohol producers/sellers are covered at Wells Market as a license is already in place.
8. Alcohol traders providing on sales must display Challenge 25 signage and to instruct customers to consume alcohol within the vicinity of their pitch.
9. Allergen notices must be displayed where applicable and staff trained with proper allergen training.
10. Food/drink products must be compliant with trading standards guidance and be clearly priced and labelled with weights for pre-weighed items.
11. Ingredients must be listed when made up of more than one item.
12. All catering equipment must be clean, in good condition and free from defects.
13. Generators are not allowed at a Wells market.
14. Gas must be in a safe, well-ventilated position and spare supplies must be stored safely. No camping gas burners are permitted at a Wells Market.
15. Trader using gas must provide a gas safety certificate.
16. No deep-fat fryers will be allowed without prior written agreement.
17. Traders using oil must have a suitable oil spill kit and clean the area after use for any oil on the ground.

18. Heat producing equipment shall be so placed within the trading area as to offer maximum safety to public. The position of such equipment in relation to other goods or materials shall be agreed with Market Supervisor.

19. The stall will have a first aid kit for the number of people on the stall and activity you are doing. Hot food trader must have a burns first aid kit.

20. Market traders managing open foods must have their own facilities solely for the hygienic washing and drying of hands.

21. Perspex Food Sneeze Guard/Security Guard between offering and public.

22. Suitable gloves to be worn for the serving of open food (gloves managing food must not handle cash payments to protect the public).

Guidance for Trading

1. Starting Out

Traders wishing to join one of our markets should complete an online application form, or contact the Wells Markets Team by email markets@wells.gov.uk.

A trader is unable to get a pitch as a regular trader on a Wells market without first attending as a casual trader.

Regular traders enjoy certain privileges that casual traders do not. However, some traders prefer to operate on a casual basis indefinitely.

The markets team will discuss the requirements of both the trader and those of Wells City Council.

The markets team consider all applications upon the most diverse offering to the public.

2. Deciding What to Sell

The type of goods can determine how quickly you might become a regular trader.

The Council is happy to advise which lines already exist, thus allowing new traders some guidance in their choice of goods.

3. Stall Information

Stalls and gazebos (3 x 3 metre) and umbrellas (3 x 2.5 metre) Multiples are able to be purchased as whole units.

4. Public Liability & Trade Goods Insurance

All traders must be covered by insurance for public liability. Current valid insurance certificates

should always be carried by traders for inspection by the Council.

The Council requires traders to indemnify the Council from and against all claims, demands, proceedings, damages, costs, charges and expenses. The minimum amount of public liability insurance should be for £10,000,000 (10 million).

Insurance cover of this type can be obtained via membership of the National Market Traders

Federation www.nmtf.co.uk. Membership of this organisation is not compulsory. Alternatively,

independent specialist insurance advice can be sought.

5. Accounts & VAT

All income needs to be accounted for. You may find it necessary to register for VAT dependent on turnover.

All traders are responsible for keeping, recording and reporting their own VAT in line with legislation.

6. Legal Obligations

A market trader must also be aware of other statutory legislation applicable to them. As a self-employed person a trader is required to register and pay National Insurance contributions, see <http://www.hmrc.gov.uk/ni/index.htm>.

7. Customer Returns

Traders should be aware of The Consumer Rights Act 2015 with regard to selling goods that are faulty or damaged or not fit for the purpose for which it was sold, then the trader must rectify the matter either by exchanging the goods, giving a credit note or a full cash refund, but remember whatever method is used it is the customer's choice.

Often goods may be returned that are not faulty, but the customer has found out it was not really what they wanted, or in the case of clothing, it does not quite fit. In this case there is no obligation to make the matter right, but if you feel the reason is genuine, then in the long term it might be better to offer an exchange or refund.

If you require advice on your business refund please contact Citizens Advice website, your local bureau, or helpline 03454 040506.

9. Trade Descriptions

Under The Consumer Protection from Unfair Trading Regulations 2008 goods sold must be;

1. All items on sale must be clearly priced.
2. Items that are legally required to be sold by weight e.g. cheese, meat, most fruit and vegetables must have a metric unit price (price per kg) displayed, whether sold pre-packed or loose. If pre-packed the goods must also be marked with the weight and selling price of the pack.
3. All weighing scales used for determining the selling price of goods must be stamped.
4. No signs or notices should be displayed that attempt to restrict a consumer's statutory rights.
5. A consumer's statutory rights are that goods must be of reasonable quality, fit for purpose and as described.
6. Food offered for sale must comply with statutory labelling requirements and compositional standards.

The above conditions are in no way intended to be a comprehensive summary of Consumer

Protection from Unfair Trading Regulations 2008. Further and more detailed advice for traders is available via Trading Standards web link www.devonsomersettradingstandards.gov.uk.