

SUTTON COLDFIELD FARMERS AND CRAFT Market

APPLICATION FORM FOR NEW TRADERS 2024



Visit
**Royal Sutton
Coldfield**
BUSINESS IMPROVEMENT DISTRICT (BID)

CONTACT INFORMATION

| | | | | | | |
|-----------------|--|--|------------|---------|--|--|
| Full name: | | | | | | |
| Email: | | | | Mobile: | | |
| Postal address: | | | | | | |
| Town / City: | | | County: | | | |
| | | | Post Code: | | | |

BUSINESS INFORMATION

| | | | | | |
|---|--------------|----|------------------|----|-------|
| Registered business name: | | | | | |
| Sole trader or Limited company? <i>(please tick)</i> | Sole trader: | | Limited company: | | |
| What is the main product you will be selling? | | | | | |
| Name of person running the stall on trading days if different to name above: | | | | | |
| When is your Public Liability insurance expiry date? | | | | | |
| Is the gazebo plastic or metal? <i>(please tick)</i> | Plastic: | | Metal: | | |
| What are the dimensions of your gazebo or van? (Length x width in meters) | | | | | |
| Can you confirm you are able to unload and install gazebo without support from market staff? <i>(please tick)</i> | Yes: | | No: | | |
| If trading from a van please confirm vehicle registration: | | | | | |
| Please confirm your Food Hygiene Rating <i>(please tick)</i> | Not rated: | 1: | 2: | 3: | 4: 5: |

Please attach the following when returning your application form to:
Jade@VisitRoyalSuttonColdfield.co.uk

- Scanned copy or photo document of your Public Liability insurance
- Photo of your gazebo assembled
- Photo of weights attached to your gazebo
- Scanned copy or photo of Food Hygiene Rating certificate *(if applicable)*

Please ensure you complete and sign page 6.

TERMS & CONDITIONS

Farmers and Craft Market operated by Sutton Coldfield Town Centre BID Ltd T/A Visit Royal Sutton Coldfield BID. These regulations will be effective from 31st March 2024 and replace all previous terms and conditions stated or agreed.

GENERAL REGULATIONS

1. These Regulations shall apply to the conduct and organisation of all markets and which are managed by Visit Royal Sutton Coldfield BID.
2. Nothing in these Regulations shall be construed as placing an obligation on the Operator (Visit Royal Sutton Coldfield BID) to provide a market on each Market Day. Still, it is agreed that the Operator will endeavour to provide the market except were prevented from doing so by circumstances beyond its control. To meet this obligation, the Operator (BID) may, at its absolute discretion, restrict, re-site or alter the layout of the market.
3. **Copies of Public Liability Insurance, Food Hygiene Certification Registration with Environmental Health, and Fire Risk Assessment must be supplied every trader in advance of bookings.**
4. All Traders must notify the Operator (BID) immediately, in writing, of any changes to the details provided in their original application to trade form.
5. No Trader is permitted to trade from the market until their application to trade has been processed and accepted by the Operator (BID). An acceptance email will be sent to a Trader once approved and an invoice will be issued for bookings.
6. No Trader is permitted to sub-let their stall under any circumstances.
7. Traders will endeavour to provide the facility to accept card and contactless payments for customers.
8. **Traders must provide their own gazebo, gazebo weights and table. Gazebo weights are required for all 4 gazebo legs and must be a minimum of 10KG.**

ALLOCATION OF STALLS

1. Any person wishing to obtain a pitch at the market must firstly contact Visit Royal Sutton Coldfield BID by email at Hello@VisitRoyalSuttonColdfield.co.uk. Once the relevant information and paperwork has been supplied by the trader to the Operator (BID), subject to acceptance, the booking will be approved and confirmed.
2. The allocation of pitches will be at the absolute discretion of the Operator (BID). The selection will be based upon the range of goods represented on the market at the time when the stall or pitch is to be allocated.
3. **Only traders booking 8 or more market dates (of the 9 market dates in total) will benefit from their own allocated pitch space for all months, so far is practical and possible.**
4. Each Trader shall accept full responsibility for, and indemnify the Operator (BID) against, all claims for personal injury, damage to property, nuisance and any other damage or expenses by whomsoever the claim is made and from whatever cause, arising out of, or in connection with, the use and occupation of the site allotted to him/her.
5. **All Traders must be covered by their own insurance, either by the membership of The National Market Traders Federation (under their third-party insurance provision) or by other insurance arrangements. The minimum cover shall be £5,000,000. A copy of the public liability insurance certificate must be provided by the Trader to the Operator (BID) before a pitch is allocated and will be subject to an annual inspection.**
6. Businesses trading from vans will be allocated due to the size and this will be discussed with you prior to the market.

ATTENDANCE AT THE MARKET OR EVENT

1. **There is strictly no access to the market area 'The Parade' before 7.30am on the day of the market.**
2. **Trader's may arrive from 7.30am onwards to install and set up their gazebo, weights, table and products and all stalls must be set up and complete by 9.30am.**
3. **On arrival all traders must access the road (The Parade) from the Aldi/Nandos end of The Parade only. The postcode for vehicles entering the area for stall setup is B72 1PL. The Parade is a one way road.**
4. **Traders must drive within the market area at a safe speed that is no greater than 5MPH, and with their hazard lights on.**
5. **Traders must ensure they stop very close to their pitch so that other vehicles can drive around their vehicle.**
6. **All Trader's vehicles must be removed from the market as soon as stock has been dropped off and no vehicles can remain on The Parade after 9.30am.**
7. **Vehicles are permitted to return to The Parade from 3.15pm onwards for market close down. Vehicles cannot access The Parade between 9.30am-3.15pm.**

8. Traders must trade from their stall between the advertised opening hours of the Market (10am–3pm) unless otherwise authorised by the BID. No trading activity will occur after these times, and the site must be cleared no later than 1 hour after the Market or Event.
9. **Any Trader who has sold out, is to remain on-site with their stall and promotion still in place until the market has finished. Dismantling and / or removing the gazebo affects the layout, look and appeal of the Market and must not be done prior to 3pm.**
10. **Any Trader who is unable to attend a market is to inform the Market Manager in writing by emailing prior to 9am on the day of the market to hello@visitroyalsuttoncoldfield.co.uk.** If a trader fails to inform us in writing (email) prior to the start time that they are unable to attend, they may be charged an additional £15.00 administration charge for the Operator (BID) to chase the trader of their whereabouts. This must be paid as stated on the invoice, and future trading dates will be suspended until this has been paid in full.

MARKET STALLS

1. Traders are to provide their own gazebos, gazebo weights and tables and are responsible for the safe use of all equipment. Traders must provide a photo of their gazebo, weights and stall to the Operator (BID) prior to booking acceptance.
2. **Traders will be informed of their pitch location by the Market Manager.**
3. Traders are not permitted to move their stalls from the allocated positions.
4. All gangways where the public has access between stalls or pitches and to the front and rear of stalls or pitches must be kept clear at all times.
5. Traders will be allocated a pitch and must confine their trading activities on the market to these areas. No merchandise or other items belonging to, or associated with a Trader will be placed in any part of a roadway or passage on the market site, which is not part of their pitch for longer than is reasonably required.
6. Additional space can be used, as long as the item is within the canopy boundary. Tables, rails, extensions and any other stands which exceed the canopy boundary are not permitted, unless permission has been granted by the Operator (BID) in writing, additional fee's may also apply if permission is given.
7. **No Trader shall keep any live animal at their Stall or Pitch except for guide dogs (unless authorised before the Market or Event by the Operator (BID)).**
8. **The Operator (BID) will not take responsibility for any theft or damage of any trader's stock or damage or theft of gazebos, weights or tables.**
9. **If a trader has been approved for a market, regardless of the location allocated to you, will not be guaranteed a high level of sales. The trader must take responsibility for the display, quality of the goods, and attitude towards customers, the Operator (BID), market staff, and fellow traders at all times.**
10. The Operator (BID) cannot guarantee your requested location as they have to ensure they keep product duplication to a minimum throughout the market area and regular traders that have booked all dates for the year will be given first refusal on locations, by prior agreement with the Market Manager.

MARKET ELECTRICAL SUPPLIES

1. **The market Operator (BID) will not provide electricity for traders. Any traders requiring an electric supply must arrange a generator, at their own expense. Traders must inform the Operator (BID) that they require a generator and traders must seek written confirmation that they are authorised to bring a generator to the market.** Generators should be safely positioned and warning signage as needed. Cables must be protected by floor cable covers to prevent tripping. Where Traders are required to use electrical equipment due to legal requirements, the Trader must provide to the Operator (BID) proof that their equipment has been checked by a qualified electrician every 6 months (PAT tested).

CANCELLATION/CONSOLIDATION OF MARKET & EVENTS/SEVERE WEATHER POLICY

1. **The Operator (BID) is not responsible for adverse weather conditions. If on the day of the event, the market does go ahead but is forced to finish earlier than expected due to inclement weather, the Operator (BID) will not be liable for any refund or transfers to any traders.**
2. **The Operator (BID) may cancel a market due to weather conditions forecast on the Met Office website. Traders will be informed by email as soon as possible when a decision has been made and will endeavour to inform all traders by 8pm the day before the market and/or by 7am on the day of the market. There will also be information on the BID's social media pages (Visit Royal Sutton Coldfield BID). If the Operator (BID) has to cancel the market the day prior or the morning of the market, due to weather conditions, no refunds will be given to traders but a credit will be raised for traders to carry over to another market / event date in the future.**

3. The Operator (BID) may cancel or close the market or event in its entirety, or close down certain areas of the market or event and consolidate pitches in a place of the town centre as designated by the Operator (BID) at the time. The Operator (BID) will not be liable for any refund or transfer of pitch fee.
4. The Operator (BID) will not be liable for any loss of earnings or compensation to any trader if a Market or Event is cancelled for whatever reason.
5. If the Operator (BID) cancels the market, no trader is permitted to trade, even if traders have their own way of trading.

GENERAL CANCELLATION OF MARKETS AND EVENTS BY THE OPERATOR

1. The Operator (BID) cannot be held responsible if an event is cancelled beyond The Operator (BID's) control. This may be due to a National Event which can cover, but not limited to a royal death or a pandemic or a local accident or issue that affects The Parade where the market is held. The Operator will not be liable for any refund or transfers to traders and credits will be carried over to an alternative date.

TIDINESS OF THE MARKET

1. Traders are to take all refuse and/or litter home with them. If waste and/or litter is left under or around a stall or pitch at the end of a market or event day, the Trader who occupied that stall or pitch may be given a fine for removal.
2. Traders must not deposit trade waste in public or council bins. A fine for removal can be issued to the trader by the Operator (BID) and Birmingham City Council.
3. Any trader found attempting to dispose of rubbish/refuse from home or another market, will be (depending on the severity of misconduct) either issued with a penalty notice or issued with a fine from Birmingham City Council.

RANGE OF GOODS

1. A Trader must not make any material change in the class of goods sold as indicated in their application form without obtaining prior written consent from the Operator (BID). Approval will only be given if the balance of the market is not directly affected or there is an opportunity available through a pitch vacancy to offer the range of goods previously sold.
2. The Operator (BID) cannot provide any guarantee that Traders selling similar goods will not be adjacent to or in the same vicinity of each other. However, every effort will be made to avoid this.
3. Exclusivity to sell a product type is at the Operators (BID's) absolute discretion. Traders given exclusivity must accept there may be some overlap with other traders.

FEES AND CHARGES

1. All fees are non-refundable once paid.
2. Charges shall be fixed and reviewed annually by the Operator (BID).
3. All fees shall be payable before attendance on the selected market day, as stated when applying for markets. Traders must make payment by bank transfer only (cash or cheques will not be accepted).
4. Trader's bookings are not confirmed until payment has been made and received. The Operator (BID) has the right to withdraw applications at any time.
5. The Operator (BID) cannot hold applications without payment.
6. Payments must be made by the invoice due date, which will be stated upon booking. If this deadline is missed, your application may be rejected.
7. Any Trader failing to meet their obligations within the required payment arrangements and accruing arrears will not be permitted to continue trading on any market until their account is brought fully up to date and receipts are produced as evidence of payment.
8. The Operator (BID) may, at their discretion allow a trader to transfer their fee from one market / event to another if they request to do so, no later than 14 days prior to the market for which they have paid. This is dependent on the pitch availability on alternative market dates. A trader can only transfer their pitch fee once. Cancellations after this time, will result in the trader's fee being lost. Refunds will not be given if a trader cancels their booking due to their own availability / sickness / any other reasons.
9. Should a trader fail to arrive at their booked market, their fee will be lost.
10. Any Trader who is suspended from trading for whatever reason will lose their fees for any future approved bookings. These will not be refunded or carried forward. The Operator (BID) will also not be liable for any compensation for loss of earnings.

CONDUCT

- 1. Traders must respond co-operatively to any direction given by the Operator (BID) or Market Manager / BID Manager in relation to the operation and occupation of their pitch, stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.**
2. A Trader and any persons employed by them shall not engage in conduct which causes or is likely to cause nuisance, harassment, alarm or distress to others nor incite or encourage others to act in such a manner.
3. Traders must not act in a verbally or physically abusive, dangerous, or disruptive manner. Shouting, swearing or being verbally offensive will result in immediate ban for all future market dates. Any such behaviour will not be tolerated and will result in termination from the attended market with immediate effect and any other BID Markets or Events and no refunds will be given for payments of future market dates.
4. The sale or display of any items or products that, in the Operator's (BID's) opinion, are likely to cause public offence or pose a threat to public safety will not be permitted.
5. Other trader misconduct includes:
 - a. Bullying, intimidation or the threat or use of violence.
 - b. Sexist, racist, foul, threatening or abusive language.
 - c. Acts of dishonesty such as Police enquiries against any trader which results in legal proceedings or immediate removal.
 - d. Acts of indecency.
 - e. Any deliberate act causing, or likely to cause, death or personal injury to a person.
 - f. Acts bringing the Market or Event into disrepute such as fighting, selling defective or fake goods.
 - g. Obscene and abusive language.
 - h. Verbally or physically abusive, dangerous, or disruptive manner.
 - i. Illegal trading.
 - j. No insurance cover.
 - k. Persistent failure to pay market fee / invoice on time.
 - l. Trading from any stall, trailer or vehicle when the market is cancelled.
 - m. Failure to adhere to legislation that applies to Trading Standards, Food Hygiene Regulations and Health and Safety requirements.
 - n. A Trader that is approved to sell alcohol (subject to agreement with the Operator (BID) and a TEN's notice granted by Birmingham City Council, must not sell alcohol to persons under 18 years of age.
- 6. Traders smoking or vaping is not permitted behind or in front of their stall.**
7. Traders who wish to complain after a market should submit this no more than 2 days after the market in writing to hello@visitroyalsuttoncoldfield.co.uk. Official complaints cannot be made over the phone. Any complaints received after this period can be dismissed and no further action will be taken.

DISCIPLINARY PROCEDURE

1. Traders who contravene any of these Regulations will be suspended and or excluded. This is at the Operator (BID's) discretion. No refunds will be given for future market dates booked and paid for.

LEGISLATION

1. Traders conducting from any stall or pitch a food business as defined by The Food Safety Act 1990 and any subsequent and amended legislation shall comply with such legislation and any amendments to Birmingham City Council's Environmental Health Department's satisfaction.
2. All Traders conducting a food business from a vehicle or trailer must be registered with their local enforcing authority's environmental health department and may be requested to complete a 'Permit to Trade form' for Birmingham City Council. Traders must provide the name of the local authority they are registered with at the time of application.
3. Traders wishing to sell alcohol from any stall or pitch will need to obtain a Temporary Event Notice (TEN) for all alcohol sales as required by the Licensing Act 2003.
4. Traders wishing to sell Lottery tickets or offer a raffle MUST contact the local authority Licensing Department (Birmingham City Council) for advice before any such sales regarding their obligations and responsibilities under The Gambling Act 2005.

5. Traders shall comply with all statutory and other provisions, including Trading Standards. Consumer Protection and Health and Safety at Work Act requirements.
6. Traders shall ensure that all staff employed by them are legally entitled to undertake such work, either by age, qualification, or residency.
7. No-one under the age of 18 may run the stall or accept money from customers.
8. Traders will fully comply with all regulations and general laws which affect the conduct of their business.

GENERAL OPERATING PROCEDURES

1. Any complaints concerning the general operation of the market should be raised with the Market Manager or BID Manager to hello@visitroyalsuttoncoldfield.co.uk
2. The Operator (BID) may amend these Regulations at any time.
3. Any Traders property which has been left after a market or event will be held for 7 days, after this period, it's ownership will be deemed to have been relinquished.

RAISING AWARENESS OF THE MARKET

Please follow our Facebook page: **Visit Royal Sutton Coldfield BID** and please share the posts on the market as this will help to spread the word and guarantee high levels of footfall. Our Facebook page is [here](#).

If all traders share the Facebook post about the market in the days leading up to Sunday it will really help to ensure that it is a success on the day.

ATTACHMENTS

I have attached: *(please tick)*

Image of gazebo fully installed

Scan/Photo of public liability insurance

Image of weights for gazebo

Scan/Photo of Food Hygiene Rating certificate *(if applicable)*

ALL MARKET TRADERS ARE REQUIRED TO COMPLETE THE SECTION BELOW.

I HAVE READ ALL OF THE TERMS, CONDITIONS AND REGULATIONS IN THIS DOCUMENT AND I ACCEPT THIS FORMS PART OF THE SUTTON COLDFIELD FARMERS & CRAFT MARKET TERMS AND CONDITIONS THAT AS A TRADER I MUST RESPECT AND ADHERE TO:

BUSINESS NAME:

BUSINESS OWNER NAME:

SIGNATURE OF BUSINESS OWNER: **DATE:**

This form must be completed and returned electronically.
We cannot accept forms on the day of the market.
If you are unable to complete electronically please contact us.



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BUSINESS IMPROVEMENT DISTRICT (BID)