

## **Brentford Market**

### ***Terms and Conditions for traders***

**Market operated by Brentford High Street Steering Group (Company limited by guarantee - Registered in England: 07755806 | Charity number: 1144408) under license from London Borough of Hounslow.**

#### **Trading**

- Market operates from 10:00-14:00 every Sunday.
- Setting up will occur from 8am to 10am and taking down from 2pm;
- The Market will open for trading from 10am and will close at 2pm. Producers should not set-up or take down within this period without consent from the Market Manager
- Registered stallholders must be in attendance during the market trading times above, as advertised at [www.brentfordmarket.com](http://www.brentfordmarket.com)
- Notification of non-attendance is required on market days via market number (07907 105226) to allow neighbouring stallholders to spread out and fill in gaps. No Refunds/credits will be considered within two weeks of the market date.
- Loud product promotion by stallholders is not permitted.
- Copying the ideas and work of other stallholders may be in breach of creative copyright and is not in the spirit of the market. Any grievances must be in writing.
- Raffle/ lottery tickets may not be sold.
- In the case of non-food community/non-profit stalls, products and produce with faults must be clearly labelled and sold as seconds. Anything electrical sold must be PAT tested.
- Generators must be must be low noise and must have been electrical safety (PAT) checked. Direct electrical supply is available to a small number of traders by prior agreement only. It will be carefully controlled and monitored by the Market Manager. Only low voltage appliances will be allowed.
- Gas canisters must have an installation compliance certificate.
- Traders who sell foodstuffs must comply with the requirements of the current Food Hygiene Regulations and Food Safety Act. Copies of food handling training certificate must be supplied to the Market Manager with the booking form.
- All Traders are required to display their name and any business name on their stall.
- Smoking is not permitted on any stalls.

#### **Applications**

- Acceptance and non-acceptance of applications will be at the sole discretion of Brentford High Street Steering Group and will be based on the information given by the applicant on their application; meeting the quality, approved product, locality and availability.
- The Steering Group reserves the right to reject applications and not enter into any correspondence or otherwise explain the reasons for its decisions. All decisions made by the Committee are final.
- Stall positions is totally at the discretion of the Market Manager. We will endeavour to give advance whenever possible of changes in location that are required for operation purposes.
- Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without written approval.
- If too many stallholders apply to sell similar products, priority will be given to locally based stallholders, subject to quality standards.

#### **Fees & Insurance**

- Stall fees are outlined in the application form and at [www.brentfordmarket.com](http://www.brentfordmarket.com)
- Fees must be paid 14 days prior to trading day. Failure to pay the stall fee on time is a breach of these regulations and all bookings will be cancelled.

- Stallholders who pay by a cheque that is dishonoured will be charged an administration fee of £15.
- Each Stallholder must hold, and provide evidence of £5,000,000 Public Liability Insurance covering outside events.

### **Cancellations and Refunds**

- Notification of non-attendance is required. If no notification is given then all future bookings will be cancelled and any monies paid will not be refunded.
- A £20 admin fee/cancellation fee will be charged if a booking is confirmed and then cancelled. There is no fee if one month's notice is given and any monies paid will be refunded.
- A full refund will only be paid or credited providing that more than one month's notice was given and the pitch was reallocated.
- NO refunds are given for cancellations that occur on market days and the Steering Group is not responsible for adverse weather conditions and as such there are no refunds for this reason.
- A request for a refund must be in writing within 14 days of the cancellation.

• ***In the instance that the Steering Group cancels a market date at any time due to circumstances beyond our control, the Steering Group will provide a refund. It is possible that rather than September works may start on redeveloping Market Place in mid-August. In such circumstances, whilst we will work with the Council to try and relocate the market stalls so trading can continue, this cannot be guaranteed.***

### **Product Safety and Stall Presentation**

- It is the responsibility of the stallholder to ensure products conform to any safety and compliance standards pertaining to their product.
- All products and stall presentation must be of a high standard.
- It is at the discretion of the Market Manager to give permission if stall holders ask on Market day to vary the mix of produce they sell from the agreed description provided at the time of booking.
- Charities must provide proof of charitable status.
- Stallholders will generally provide their own covers/marquees.
- On request the Steering Group can hire out stall covers (for a minimum of four weeks with a deposit). Stallholders will be responsible for returning in the condition it was hired.
- All stall equipment including racks, tables, signage etc must be contained within the stall site boundaries. Public access ways must be clear at all times.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times.
- All equipment must in good repair and be operated in a safe manner.
- The location of stalls will be determined by the Steering Group, whose decision is final. Every endeavour will be made to meet the general wishes of stallholders with regard to position, without causing unfairness to others.

### **Food stalls**

- Stallholders selling food products must send us a copy of their valid Level 2 Award in Food Safety in Catering and other compliance related paperwork at least five working days before first trading.
- Stalls may not sell any alcoholic product.
- Failure to comply with health department standards and regulations may result in immediate closure of stall and future stalls may only be reinstated once the Steering Group are satisfied all standards and regulations have been adhered to. *See attached schedule that forms part of these Terms and Conditions for food stalls.*

- Inspections by the Council's food safety team will audit the stalls against the stated food hygiene requirements in the Market Terms and Conditions.

### **Adverse Weather**

- Markets will operate in varying weather conditions and stallholders must be prepared for adverse weather.
- Stallholders may pack up their stall due to adverse weather conditions but may not move unless permission is given by the Market Manager.
- No refunds/credits are given for the cancellation of markets and/or reduced trading hours on market days due to adverse weather conditions by the stallholder and/or the Steering Group.
- The Steering Group will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.

### **Occupational Health and Safety**

- Stallholders are NOT permitted to drive on any paved surfaced areas.
- All stallholders must drive carefully and at a safe speed within the close vicinity of Market Place.
- As advertised to the public and in the interest of health & safety, stallholder DOGS are not permitted on the Stall.
- Stallholders are expected to make their own provisions in case of fire as appropriate.
- Community Stallholders(non food) are expected to complete and return the template H&S risk assessment and Method Statement to the Market Manager before starting to trade to secure Public liability insurance cover under BHSSG's policy. This will not give product insurance cover which needs to be purchased independently.

### **Waste and Rubbish Removal**

- Stallholders are required to remove their own rubbish and waste from their immediate stall location. Boxes & cartons must be removed from market area. Failure to do so may result in an additional charge.
- The waste bins provided at the markets are for the general public use only.
- Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.

### **General- Stallholders Code of Conduct and Responsibilities**

- 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.
- Stallholders must not act in a verbally or physically abusive, dangerous, or disruptive manner and if so it will not be tolerated and will result in immediate termination.
- Stallholders must ensure that their activities do not endanger the safety or security of any people at the Market.
- Stallholders must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to market site property and that, if any damage is caused, the costs of any repairs, making good or replacement are borne by the stallholder.
- 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. This should be recorded with the Market Manager on an Incident form.

### **Warranties & Representations of Stallholders**

The Steering Group permits the stallholder to attend the market in reliance on the following warranties and representations hereby made by the stallholder:

- The stallholder is the owner of the approved products with full power and capacity to sell absolute legal and beneficial ownership of the approved products to a third party without any encumbrance.
- The stallholder is not in reliance on any representation or statement made by the Steering Group that is not expressly contained in these regulations.
- The stallholder is responsible for obtaining all relevant permits and permits required to operate the stallholder's business and all merchandise sold complies with all relevant safety and compliance standards and retails laws currently in force;
- The stallholder does not bring into the market any hazardous materials of substances; and
- The stallholder will comply with all of the terms contained in these regulations and will comply with any changes to the market regulations, or any relevant local government and other statutory laws and regulations.

Without limiting the generality of these terms, the stallholder acknowledges and agrees the Steering Group is not liable for any claim or loss suffered or incurred by the stallholder in relation to or in connection with:

- Theft or damage of approved products, equipment or goods under the control of the stallholder or any other property of the stallholder at any time including times when the market is not trading.
- Any failure by the stallholder to sell the approved products;
- Any journey from or to the market;
- Anything occurring off the market site, including anything that occurs at market; or
- Damage or injury to any property or person.

These limitation provisions are intended to replace any other terms, conditions, warranties and representations implied by statute or otherwise and, accordingly, all such terms are excluded unless the following applies. Certain legislation may imply warranties or conditions or impose obligations on the Steering Group which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. The limitation provisions are subject to these statutory provisions. In particular, if the statutory provisions apply, the Steering Group's liability is not limited, in the case of any legislation that prevents any limitation the Steering Group's liability or, if the legislation does permit a limitation of liability, the Steering Group's liability is limited to the cost of the Steering Group refunding the Stall Fee.

### **Stallholder Indemnity**

Without limiting the generality of any other provision of these regulations, the stallholder hereby indemnifies and holds the Steering Group harmless from and against all claims for Loss arising in connection with or in relation to:

- The Stallholder's occupation of the market;
- The sale or attempted sale of the approved products or any other products or services;
- Any injury or harm suffered by the stallholder;
- 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;
- Any loss of or damage to the stallholder's property regardless of the cause of that loss or damage;
- The death of any person of a consequence, in whole or in part, of any act or omission by the stallholder;
- Any breach of these regulations by the stallholder; or
- Any legal costs on a full indemnity basis incurred by the Steering Group as a result of the stallholder's breach of these regulations.

### **Exclusion of Liability**

The Stallholder acknowledges and agrees that the Steering Group makes no warranty or representation in relation to or in connection with the stallholder's occupation or use of the market. Without limiting the generality of this clause, the stallholder acknowledges and agrees that the Steering Group has made no warranty or representation in relation to or in connection with:

- The prospects of the stallholder for selling the approved products at the market;
- The stallholder's access to people visiting the market or the access those people have to the stallholder;
- The existence, number or quality of products that will compete with the approved products for the attention of prospective buyers;
- The existence or extent of services and/or facilities of any kind at the market;
- The position within the market that the stallholder will occupy;
- The suitability of the market for any particular purpose or the existence of any latent or patent defect at the market;
- The extent, if any, to which other visitors to the market might interfere with the stallholder's use of the market;
- The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Steering Group;
- The existence or extent of any security measures undertaken to protect the stallholder, the approved products and/or the market against terrorist or other criminal activity; or
- The existence or extent of any security at the market.

### **Steering Group's Representations**

The Steering Group's consent to the stallholder to attend the market does not convey to the stallholder any on-going rights in relation to the market into the future and such approval can be terminated by the Steering Group at any time in writing and without any period of notice. The Steering Group reserves the right to undertake any of the following actions without notice:

- Re-locate a stallholder to another stall space within the market.
- Require the stallholder to remove from sale any goods or services offered by the stallholder which are not approved products; or
- Request that the stallholder undertake any reasonable measure which in the opinion of the Steering Group will improve the safety of the stall or to raise the level presentation of the stall and its products.

### **Termination**

As the licensee the Steering Group reserves the right to withhold consent to a stallholder to occupy a stall at the market, to remove or to have removed from the market a stallholder. This may be a result of a breach or non-compliance with the regulations and may include where a stallholder:

- Fails to pay their stall fee 14 days before trading day;
- Fails to abide by the markets set up or pack up conditions;
- Fails to abide by the market's trading hours;
- Fails to abide by the terms and conditions of the market's rules and regulations;
- Fails to limit the products offered for sale to those approved in advance at the time of booking (as per your description);
- Fails to ensure all products and stall presentation is of a high standard;
- Commits a criminal act at the market; or
- Behaves in a manner that breaches the Market's Code of Conduct.

The market operators/licence holders (Brentford High Street Steering Group) will actively monitor trader compliance with the Market terms and conditions at all times. Where traders do not comply with these terms and conditions Brentford High Street Steering Group will

initially issue a warning letter and then if immediate remedial action is not taken, remove the traders right to trade at the market.

**All traders, caterers, their contractors and employees ('Traders') are subject to the rules and regulations of Brentford Market and by attending the Market are agreeing to be bound by these rules and regulations.**

**FULL NAME:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**General Information**

- Parking available in side streets around Brentford Town Centre.
- We encourage traders and their customers to use biodegradable or recycled bags.

# Schedule 1: Food hygiene requirements

## Applicable to caterers, including those stall-holders preparing and serving food.

You are responsible for knowing and complying with the relevant legal requirements for all health and safety aspects applicable to your activities, in particular:

**Those cooking and preparing the food must hold a Level 2 Award in Food Safety in Catering certificate** obtained within the last three years. This should be available for inspection on the day.

**Those serving the food** will need to be aware of personal hygiene and food safety issues, including serving temperature control.

### Requirements of caterers include:-

- All food traders must be registered with the local authority covering the geographical area for their business correspondence address. Evidence must be provided to the Market Manager. London Borough of Hounslow-based food businesses should complete and submit this form: [http://www.hounslow.gov.uk/index/business/licences\\_and\\_street\\_trading/food\\_licences.htm](http://www.hounslow.gov.uk/index/business/licences_and_street_trading/food_licences.htm)
- No less than three food hygiene stars are a requirement
- Level 2 food handling certificate should be held by the operator(s)
- Food safety management system (Safer Food, Better Business) should be in place that:
  - Identifies and controls any potential food and health and safety hazards.
  - Ensures all food handlers wear clean, washable, protective over-clothing e.g. white coats plus head covering and must maintain a high level of personal hygiene.
  - Supplies facilities for hand washing, including anti-bacterial hand wash and disposable paper towels.
    - Hot water for hand washing on the stalls should be done with a flask of hot water and a small bowl - and stallholders will be able to use the Docking Station kitchen to wash their hands with hot water. Traders should not rely solely on hand sanitising gels. The Market Manager will monitor compliance on site. (N.B. There are NO facilities in the Market Place to provide running water.)
- Ensures that the surfaces and equipment used for the production and sale of food are suitable and kept hygienically clean at all times.
  - Traders should have appropriate means of disinfection e.g. antibacterial spray. The Market Manager will make regular checks on this and will have spare cleaning fluids onsite if required.
- Ensures food is transported and stored adequately and cleanly and kept separate from any potential source of contamination.
  - Traders should make provision, where necessary, for keeping high risk foods cold. There is space in the Docking Station Kitchen Fridge if required.
  - Where appropriate traders should have a means of taking the temperature of foods. The Market Manager will use a probe temperature reader for regular checks.
- Includes a first aid kit, containing sufficient waterproof, blue plasters etc.
- Responsibility for the collection and disposal of waste. Caterers who fail to comply will not be offered a stall again.
- Provision of the correct type of fire extinguisher and fire blanket.
- Checking all electrical equipment before use.
- Hot cooking equipment must have a suitable barrier to protect the public.
- Caterers requiring electricity will need to bring their own generator (**Diesel fuelled only**) or agree the use of an electrical hook-up with the Event Team. If gas or electrical equipment is used, installation compliance certificates must be carried. (For large events, PATS testing will be carried out by the Event Electrician at £5 per appliance.) Gas appliances should follow NCASS guidance<sup>1</sup>.
- Menus and price lists must be clearly visible.

---

<sup>1</sup> Guidance for the Installation of LPG and LPG Fired Equipment in Tented Structures, Stalls and Gazebos, <http://www.ncass.org.uk/uploads/Marqueese.pdf>

- Each caterer must have insurance to cover public, product and, where applicable, employers liabilities insurance.

## **Glove policy (from NCASS)**

### **Hand Washing Protects You and Your Customers**

- Washing hands thoroughly before and after wearing or changing gloves is one of the most important things food workers can do to reduce surface bacteria, sweat, dirt and grime build-up on skin and under nails.
- Hands should be washed paying close attention to fingertips, especially after a trip to the restroom.
- Glove use in itself does not guarantee food safety.
- Always wash hands before and after using disposable gloves.

### **Gloves Should Be Task-Specific**

- Use gloves for designated food tasks only.
- Disposable gloves are task-specific and should never be worn continuously.
- Food contact gloves should not be used for non-food tasks such as handling money, rubbish removal, cleaning surfaces, etc.
- Use vinyl, synthetic or latex gloves when handling food near a heat source cooking area, rather than poly gloves, which are not resistant to heat.
- Non-latex gloves are recommended for food workers, to help avoid possible latex allergic reactions.

### **Avoid Cross-Contamination**

- If you handle raw meats, poultry, or seafood with gloves on, do not touch ready-to-eat or cooked foods without washing hands and changing gloves.
- Change gloves when you change activity (from making sandwiches to making change) or whenever you leave your workstation; wash hands in between.
- Wear task-specific coloured gloves for cross-contamination prevention.
- When using a cut-resistant glove with ready-to-eat food, wear a disposable glove on top to avoid cross contamination

### **Change Gloves Often**

- Change gloves periodically and wash hands each time.
- Change gloves after sneezing, coughing, or touching your hair or face.
- Always wear gloves if you have a bandage, infection, cut or sore and avoid direct food handling duties temporarily.
- To remove disposable gloves correctly, grasp at the cuff and peel them off inside-out.

### **How To Care For Gloves**

- Wash, rinse and sanitise reusable heavy-duty safety gloves after each use. (For infection control, we recommend assigning a separate pair of heavy-duty gloves for each employee.)
- We do not recommend reusing or washing disposable gloves-wash hands and use new disposable gloves.
- Keep gloves conveniently located in racks at hand sinks and near workstations