



Please read through these terms and conditions and sign to confirm you fully understand what is expected of you at the Corby Outdoor Market. Failure to comply with any of the below may result in your booking being cancelled with all fees already paid being non-refundable.

### **Trading**

- The market operates from 9am through to 5pm Monday to Saturday and 10:30am through to 4:30pm on Sunday.
- Set up access is from 6am and must be completed by 8.45am Monday to Saturday and 10:15am Sunday.
- Stall holders must not set up or take down whilst the market is trading.
- A direct electrical supply is provided; this will be carefully controlled and monitored by the centre management team. Only small, low voltage, appliances can be used. All appliances must have a valid PAT certificate.
- All gas canisters must have an installation compliance certificate and must be agreed in advance by the centre management team.
- Traders who sell hot & cold food must comply with the requirements of the current Food Hygiene Regulations and Food Safety Act. Copies of the Food Hygiene Certificate need to be handed into the centre management office and a copy must be clearly displayed on the market stall. It is your responsibility to obtain any of the above certification.
- Smoking is not permitted in or around the stall at any time.
- Stall position is at the discretion of the centre management. We will use reasonable endeavours to give at least [14] days' notice of any required changes to the location.
- Stalls cannot be transferred, sublet, franchised, or sold to any other person, nor can they be shared.
- Any customer complaints received to the centre management office will not be dealt with on your behalf.
- You are not permitted to have an external display or "extend" the stall provided without obtaining written consent from the centre management office. If consent is given (which is at the discretion of centre management) a further fee will apply.
- You are not permitted at any time to display A boards.
- All stall holders must abide by the Code of Conduct (set out below).
- You must give us at least 24 hours' notice of a booking you wish to make. These terms and conditions must be signed and fees paid by way of chip and pin machine at centre management office before the booking will be confirmed.
- All stalls must be left clean and tidy at the end of each day. Stalls will be cleaned by the on-site cleaners on a nightly basis with a check made every morning.
- If a stall is not in a fit state you must report this on arrival to 01536 200073. Any reports made after trading hours have commenced cannot be rectified.
- Markets operate in varying weather conditions and stallholders must be prepared for adverse weather.



- No refunds/credits are given for the cancellation of markets by the stallholder or the centre management due to adverse weather conditions.
- The centre management will not be held responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions.
- All stall holders must drive carefully and at no more than 5mph while on the pedestrianized areas within Corby Town Centre.

### **Waste & Rubbish Removal**

- Market traders are required to dispose of their own general waste using the euro bins located in the bin store in Corporation Street.
- Only general waste of a non-hazardous nature can be disposed of in the above area.
- All cardboard must be folded flat and placed in the euro bins.
- Only non-hazardous waste generated on the market can be disposed of in the communal bin area, any other waste will be removed and a charge of £50 will be made.
- AT NO TIME MUST REFUSE, PACKAGING, PALLETS, BOXES OR ANY OTHER TRADE WASTE BE ALLOWED TO ACCUMULATE AROUND STALLS DURING TRADING HOURS – ALL WASTE MUST BE PLACED IN THE BINS PROVIDED AND ALL PALLETS/PALLET TRUCKS/STORAGE CONTAINERS MUST BE KEPT IN TRADERS VEHICLES AND NOT IN/AROUND THE STALLS.

### **Fees & Insurance**

- All fees are due 7 days before the booking date unless trading on a casual basis. Casual traders are required to pay their stall rent prior to trading via credit or debit card. NO CASH OR CHEQUES WILL BE ACCEPTED.
- All stalls (contracted or casual) must be paid in advance via the chip and pin facilities at the centre management offices. NO CASH OR CHEQUES WILL BE ACCEPTED.
- Each stall holder must have valid Public Liability insurance which provides full cover for their particular trading activity; a copy of this must be supplied to centre management at the time the booking is made. FAILURE TO PROVIDE A COPY OF YOUR PUBLIC LIABILITY INSURANCE OR CONFIRMATION OF RENEWAL FOR CONTRACT TRADERS WILL RESULT IN YOUR TRADING LICENCE BEING CANCELLED WITHOUT NOTICE OR REFUND.
- A copy of the traders risk assessment and method statement for moving goods over the malls should be provided to centre management when payment is taken.
- It is your responsibility to provide us with a new public liability certificate when your current policy expires or is cancelled. FAILURE TO PROVIDE A COPY OF YOUR PUBLIC LIABILITY INSURANCE OR CONFIRMATION OF RENEWAL FOR CONTRACT TRADERS WILL RESULT IN YOUR TRADING LICENCE BEING CANCELLED WITHOUT NOTICE OR REFUND.
- All fees received are non-refundable irrespective of circumstance.



### Prohibited Products

**The display of and or offer for sale of the following products/merchandise is strictly prohibited. The list is not exhaustive and may be added too at any time:**

- Knives, swords, scissors or bladed implements of any kind.
- Any goods displaying offensive wording or imagery.
- Toy or replica guns/weapons of any kind.
- Drugs.
- Alcohol unless this is by a suitably licenced trader and with consent of the centre management.
- Pornographic material.
- Counterfeit and or unlicensed branded goods.
- Non UK Duty paid tobacco/smoking products.
- Fireworks or any form of pyrotechnic.

### Code of Conduct

- A traffic light system will operate in respect of use of the stall/market. Any action by a market trader and or their staff/agents deemed to have a detrimental effect on the market and or town centre will result in the following action:
  - A yellow warning will be issued for an offence classed as moderate.
  - A red warning will be issued when an offence is classed as unacceptable.
  - 2 yellow warnings within a 6 month period will result in a red warning.
  - A red warning will result in a trading ban of up to 6 months. This is at the absolute discretion of centre management.
- Each warning will be reviewed by Centre Management, any decision made is final and no correspondence will be entered into.
- Stallholders must co-operate with any reasonable direction given by the Centre Management team.
- Stallholders must not act in a verbally or physically abusive, dangerous or disruptive manner.
- Stallholders must ensure that their activities do not endanger the safety or security of any other traders, retailers, public or staff.
- Stallholders must not damage, alter make addition to or carry out works to market stalls or market property and that, if any damage is caused, agree that the costs to make good and or replace damaged property will be borne by the stallholder.
- Stallholders must report to the Centre Management any incident or accident to any person and or property that involves loss, damage and or could give rise to a claim. This should be recorded on the Centre Management accident/incident form.
- 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 responsible for obtaining all relevant permissions and permits required to operate the stallholders business and all merchandise sold complies with all relevant safety and compliance standards and laws currently in force.
- The stallholder will not bring any hazardous materials or substances into Corby Town Centre.
- The stall holder 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 or other statutory laws and regulations.
- The stallholder indemnifies the Centre Management team, managing agents owners and or landlord of the property against any claim or loss suffered or incurred by the stallholder in relation to or in connection with:-
  - Theft of and or damage to products, equipment, vehicles and or goods owned by and or under the control of the stallholder howsoever caused whilst on any part of the site;
  - Any failure by the stallholder to sell approved/licenced products;
  - Driving vehicles to and from the market site;
  - Damage and or injury to any property and or person caused by the Stallholders and or their staff/agents actions, omissions and or products.

#### **Stall holders rights**

- Only the person/company named in this licence has the right to occupy and use the stall and market to the extent permitted by this licence. You are not entitled to any other rights in relation to the stall and or the market. No relationship of landlord and tenant is created by this licence.

#### **Termination**

This licence can be terminated at any time without notice should any of the terms herein be breached; Centre Management reserves the right to terminate this licence at any time giving not less than seven [7] days' notice unless the termination is due to the stallholder breaching these Terms & Conditions in which case the termination will be without notice.

In the event of the termination of this licence for any reason the stallholder will remove all goods and stock from the market stall leaving the stall in a condition consistent with the terms of this agreement.

**All traders, their contractors, employees and or agents are subject to these terms and conditions. By signing the terms & conditions of this licence to trade you agree to be bound by and comply with these Terms & Conditions.**

**Name of Trader:** .....

**Company Name:** .....

**Signature:** ..... **Date:** .....

