



## Farmers' Market Traders Terms and Conditions

### **Criteria to Trade**

1. All stallholders must read these terms and conditions and confirm agreement and compliance of them by signing the Farmers' Market Traders application form before attendance at any market is permitted.
2. All produce offered for sale must be locally grown or locally produced within a 30 mile radius of the market town/city. For certain products which are unavailable locally, a wider radius may be agreed (up to a maximum of 100 miles) by the market organisers as an exception to this rule.
3. Other than for those producers to whom criterion 50 and 51 applies, products may only be sold by the principal producer, his/her family or an employee who is directly involved in production.
4. Animals must be reared on the producers land (or land made available to the producer) for at least 50% of the animals life, or at least one third of its life for "finished" cattle.
5. No bought-in produce or commercially made mixes are allowed, and where processed foods are to be sold, at least 30% of the ingredients or raw materials used should be sourced locally (see criterion 2 for definition of "Local").
6. Any plants being sold at the Farmers' Market must have been grown from seed, cuttings or have been potted on from plugs. Plants from plugs must not be sold on until the plant is well established. Producers must not buy in mature plants for immediate resale.

### **Determining Applications**

7. In the case of too many stallholders applying to trade at any market the Council shall have regard to the following matters when determining the stallholders to be permitted to trade at any market:-
  - The stallholders operational base, whether this is within Chichester District, or its distance from the market site
  - The number of markets the stallholder proposes to trade at within Chichester District
  - The previous commitment shown by the stallholder to attend Chichester District markets.
  - The balance of products across the whole market

- The extent to which the products are locally produced and the raw materials are locally sourced
  - Quality of products and presentation
8. The Council reserves the right to determine at its absolute discretion the stallholders to be allowed to operate in the market.

### **Legal Requirements**

9. All food businesses must be registered with their Local Authority Environmental Health Department.
10. All stallholders must have their own public and product liability insurance cover to the value of £5 million. A copy of the up-to-date policy should be submitted to the Council before the producer is allowed to trade at the Farmers' Market, and when the policy is renewed. The stallholder while at the market must have the name and address and policy number of their insurer with them at all times.
11. Only certified organic producers can trade under the "organic" label. Those producers in conversion are required to make this clear to the consumer.
12. All products offered for sale must be labelled, priced and sold according to legal requirements. If you are unaware of the requirements for weights and labelling, information is available from your local Trading Standards Office for West Sussex call 01243 642124
13. All stalls and produce should comply with The Food Safety and Hygiene (England) Regulations 2013 any other relevant legislation. For further information, please call the Health Protection Team at Chichester District Council on Telephone 01243 785166.
14. Producer information will be forwarded to local Trading Standards and Environmental Health officers if requested.
15. As of 1<sup>st</sup> July 2005, all eggs must bear an official stamp which indicates their farming method, country of origin and farm identification. There is a standard to follow if the Farmers Market only want (Grade) A eggs sold.
16. Stallholders selling alcoholic drinks must possess a valid alcohol licence. A Premises User must either ensure that a copy of the Notice is prominently displayed at the premises, or that it is kept at the premises either in their custody, or in the custody of a person who they have nominated, who is present and working at the premises during the event. A person commits an offence if they fail, without reasonable excuse, to produce it. To gain more information, please call the Environmental Health Department at Chichester District Council on 01243 785166.
17. Stallholders shall indemnify Chichester District Council and its officers from all costs and claims whether for loss, damage, death of or injury to persons, personal belongings or vehicles arising from the stallholder exercising the licence.

### **Food Hygiene Requirements**

18. All Stall holders must apply with the accompanying document "Food Hygiene Requirement for Stallholders at Markets in the Chichester District"
19. All stallholders selling food must have a minimum Food Hygiene Rating of 3 to be able to trade at the Farmers Market.
20. All stallholders selling open, high-risk foods, should carry a valid Level 2 Food Safety Certificate (or higher level) and have it on display, visible to customers.

### **Stallholders Requirements during Trading**

21. Stallholders are only permitted to sell produce on their stall which is listed on their application form and which has been agreed by the Council. Stallholders will be required to remove any undeclared items.
22. Stallholders may only bring new products to the market after having first received prior written approval from the Council.
23. Only good quality craftwork, plants and fresh, quality produce at a fair price should be on sale.
24. Stallholders must wear appropriate clothing to ensure customer confidence, and the fulfilling of food hygiene standards.
25. Stallholders must refrain from smoking anywhere within the market site.
26. Stallholders and assistants are required to maintain the highest standards of stall and product presentation, personal appearance and customer relations.
27. Any customer complaints must be recorded and dealt with by stallholders in a civil, welcome and helpful way in order to meet customer expectations. They should also be logged with the Farmers Market Co-ordinator.
28. Stallholders shall keep their stalls and surrounding area clean and tidy, and remove all litter and waste from their pitch and adjoining open space at the end of the market.
29. All stalls must display business/group name and address, and where products are produced.
30. Stallholders should where possible, hand out Chichester District Farmers' Market publicity material with customer purchases.
31. No vehicles are permitted to move within the market site during trading hours. In the case of Chichester no motor vehicles will be permitted in the market site area between 9.00am and 6.00pm.
32. Stallholders are not permitted to alter, damage, deface or interfere with the Council owned canopy umbrellas and associated equipment.

33. Stallholders must not place any goods beyond 1 (one) metre distance from the sides or front of the stall without prior consent of the Council nor cause any obstruction to other stallholders or the public.
34. Advertising A- boards, banners and boards should be within the confines of the stall canopy and should be weighted or secured to a safe standard.
35. Stallholders are not permitted to close down or pack up during the market trading hours, unless the stallholder has sold out of produce. In this instance, before leaving the stall the stallholder must inform the market manager and put up a 'sold out' sign indicating what time they sold out.
36. No aggressive selling techniques will be permitted, and stallholders are not allowed to use any public address systems, or other practices which may cause annoyance to other producers and customers.
37. No raffles or games of chance shall be permitted without the written consent of the Council.
38. No political propaganda or the raising of any petitions etc. will be allowed on any stall or other part of the market.
39. The Council reserves the right to remove side sheets and/or umbrellas without notice in the event of adverse weather conditions.
40. Livestock and/ or attractions may be brought on to the site only with the prior consent of the Council, and providing the necessary animal movement legislation has been adhered to.

#### **Set-up and Pack-down**

41. Stallholders are only permitted to sell produce using stalls provided by the Council, unless prior consent is given by the Council to use other facilities or vehicles.
42. Stallholders wishing to sell direct from a trailer must seek the prior approval of the Council providing at least 7 days notice. Where the use of the trailer is approved the stallholder must ensure that the trailer is maintained in a clean state and is in good order, repair and condition.
43. The Council reserves the right to allocate pitches to stallholders and to determine their location and to relocate any pitch or any stallholder at any time.
44. Chichester will trade between 9.00am and 2.00pm only. The Council shall have the right to vary these times and shall notify stallholders accordingly.
45. Stallholders will be required to arrive at the market site no later than 8am.
46. The Council shall be entitled to reallocate or cancel stalls where stallholders fail to arrive at the market site by 8am unless a stallholder has obtained prior consent from the Council to a later arrival.

47. Each stallholder will be allocated a parking permit by the Council for Little London or Baffins Lane for his/her delivery vehicle. They must display the current permit throughout the market operating period
48. Only Commercial vehicles can use the loading bays for loading and unloading.
49. The use of an electricity point must be arranged with the Council in advance of the markets.
50. Stallholders may not add lighting or heating apparatus to any stalls without the prior consent of the Council.
51. Stallholders shall cease trading at the end of the trading times detailed in clause 44 above and shall vacate the market site as soon as possible thereafter.
52. Generators may only be used with the prior consent of the Council.

### **Sharing stalls and Cooperatives**

53. Two small-scale producers (who would struggle to fill one stall at every market) may share a stall but each will be treated as a separate applicant and should complete their own form, have their own insurance and attend each market. At the discretion of the market organiser the producers sharing a stall may alternate attendance in which case the goods on sale must be clearly labelled with the relevant producer's contact details. The stallholder must be able to answer questions from customers on key topics such as address, the processes involved in making the product, the breed of animal and how it was reared or how produce was grown, ingredients used, how the product should be stored and/or prepared (cooked), best before date etc.
54. Local growers associations and umbrella organisations such as Country Markets (formerly the Women's Institute) and allotment associations may share a stall to sell produce provided that the goods on sale are clearly labelled with the producer's contact details. All producers involved in production should attend one market in three but no more than two producers should be present at any one time. These types of organisations must be fully constituted and must have the relevant insurance.

### **Fees and Payment**

55. Stallholders will be invoiced each month for the monthly market stall fees. The invoice must be paid within 28 days of receipt and further details on ways to pay can be found on the reverse of the invoice.
56. The Council reserve the right to terminate a Stallholders attendance at the market should they go more than 2 months in arrears on their payment of invoices.
57. Stallholders must give more than one weeks notice if they are unable to attend the market to avoid losing their pitch fee and electricity charge.
58. No refunds or compensation shall be paid to stallholders who fail to attend a market by 8am or where the Council has exercised its right to cancel or terminate a market due to severe weather conditions or where a stallholder has been instructed to cease trading due to non compliance with any of these conditions.

### **Audits**

59. The Council or appointed Farmers Market Co-ordinator may make scheduled visits to places of production to verify compliance with the “producer-only” rule. Complaints of suspected violations of this rule must be submitted to the market organisers and signed. Refusal to permit reasonable visits to a property or to provide requested verification documentation will result in suspension or expulsion from the market.
60. Meat producers may be required to produce copies of slaughter certificates and animal movement records to satisfy traceability legislation and the “producer-only” rule.

### **Stallholder Conduct**

61. All Stallholders are expected to adhere to reasonable standards of behaviour and treat your fellow traders, CDC Market staff and the public with respect, courtesy and professionalism.
62. Stallholders must respond co-operatively to and act upon 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.
63. Stallholders must not act in an abusive, dangerous, or disruptive manner. No written, verbal or physical abuse will be tolerated and any such act may result in immediate termination from the Market.

### **Cancellations**

64. The Council reserves the right to cancel or terminate without notice any market in the event of adverse weather conditions or emergency situations. The Council will where possible, adhere to the Severe Weather Policy.
65. The Council reserves the right to immediately terminate the right to trade of any stallholder failing to comply with any of these conditions or comply with any reasonable directions given by the Council.