

Farmers market logo

Farmers’ Market Traders Terms and Conditions 2024/2025

**Criteria to Trade**

**All produce offered for sale must be locally grown, locally produced, or locally made within a 50-mile radius of Chichester, for certain products which are unavailable locally, a wider radius of 100 miles may be agreed.**

1. Fees from 1st April 2024 are currently:
   1. £25.50 inc VAT (£21.25 ex vat) – **ALL TRADERS**
   2. Parking at Cattle Market Car Park – Via Mi Permit

<https://www.chichester.gov.uk/mipermit>

1. Stallholders will be invoiced each month for the monthly market stall fees, this is done after the market has been attended. The invoice must be paid with immediate effect from date of invoice received. Further details on ways to pay can be found on the reverse of the invoice.
2. If stall holders go more than 2 months in arrears of payment you will not be able to attend any future markets until payment has been made.
3. Stallholders **must give at least one weeks’ notice** if they are unable to attend the market to avoid being charged.
4. If the market is cancelled due to adverse weather conditions stallholders will not be charged.
5. All traders must fully comply with all requirements regarding The Food Safety and Hygiene (England) Regulations 2013 and The Food Safety Act 1990, any subsequent amendments and comply with all instructions given by appropriate officers of the Council. All traders/caterers must be registered with their Local Authority (this is the Local Authority where routinely their mobile concession is stored overnight) and all caterers/stall holders must demonstrate that they hold a Food Hygiene Rating of at least 3 or above. Food Safety is covered by the Health Protection team who can be contacted on 01243 534602.
6. Although not mandatory, it is recommended that all caterers at the event are Members of the Nationwide Caterers Association or another similar organisation acceptable to the Council.
7. Legal requirements – Regulation (EC) 852/2004, Annex II, Chapter III
   * appropriate facilities are to be available to maintain adequate personal hygiene (including facilities for the hygienic washing and drying of hands, hygienic sanitary arrangements and changing facilities);
   * surfaces in contact with food are to be in a sound condition and be easy to clean and, where necessary, to disinfect. This will require the use of smooth, washable, corrosion-resistant and non-toxic materials, unless food business operators can satisfy the competent authority that other materials used are appropriate;
   * adequate provision is to be made for the cleaning and, where necessary, disinfecting of working utensils and equipment;
   * where foodstuffs are cleaned as part of the food business' operations, adequate provision is to be made for this to be undertaken hygienically;
   * an adequate supply of hot and/or cold potable water is to be available;
   * adequate arrangements and/or facilities for the hygienic storage and disposal of hazardous and/or inedible substances and waste (whether liquid or solid) are to be available;
   * adequate facilities and/or arrangements for maintaining and monitoring suitable food temperature conditions are to be available; .
8. In the case of too many stallholders applying to trade at any market The Council shall factor the following matters when determining which stallholders can trade:-

* 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 CDC 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

1. 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 always have the name and address and policy number of their insurer with them.
2. All products offered for sale must be labelled, priced and sold according to legal requirements. If you are unaware of the requirements, regarding weighing equipment or food labelling, information is available from your local Trading Standards Service or www.businesscompanion.info

Sellers **must** be able to provide accurate allergen information. This must either be provided on a ticket or notice next to the food, **or** a notice informing customers they can request the information can be displayed, and the information can be provided verbally.

1. Meat producers may be required to produce copies of slaughter certificates and animal movement records to satisfy trace-ability legislation.
2. Stallholders selling alcoholic drinks will need to possess a valid alcohol licence. To gain more information, [Temporary Event Notice : Chichester District Council](https://www.chichester.gov.uk/temporaryevent). A copy of the licence must be displayed on the stall at each market.
3. The Council reserves the right to determine at its absolute discretion the stallholders to be allowed to operate in the market.
4. Stallholders shall indemnify the 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.
5. 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.
6. Stallholders wishing to sell direct from a trailer must seek the prior approval of the Council providing at least seven 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.
7. 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.
8. 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.
9. Stallholders will be required to arrive at the market **site no later than 8.30am**. The Council shall be entitled to reallocate or cancel stalls where stallholders fail to arrive at the market site by 8.30am unless a stallholder has obtained prior consent from the Council to a bit later arrival.
10. Car parking is offered to all traders for the year April to April. Traders park in the season section of the Cattle Market car park for the duration of the market. Traders can pay per market via the Mi Permit system as mentioned at 1) above.
11. At the end of the market the trader can get their car and bring back to the nearest double yellows or side street to their pitch.
12. The use of an electricity point must be arranged with the Council in advance of the markets.
13. Stallholders may not add lighting or heating apparatus to any stalls without the prior consent of the Council.
14. Stallholders shall cease trading at the end of the trading times detailed in point 19) above and shall vacate the market site as soon as possible thereafter.
15. Generators may only be used with the prior consent of the Council.
16. 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. Stallholders may only bring new products to the market after having first received prior written approval from the Council.
17. Stallholders must refrain from smoking anywhere within the market stand, this includes vaping.
18. Stallholders and assistants are required to maintain the highest standards of stall and product presentation, personal appearance, and customer relations.
19. Any customer complaints must be recorded and dealt with by stallholders in a civil, welcome and helpful way in order to meet customer expectations. Stallholders must respond co-operatively to and act upon any direction given by the Farmers Market Co-ordinator 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 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.
20. If Stallholders would like to cook on site prior consent from the Council and relevant safety documentation and equipment.
21. 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.
22. All stalls must display business name and have access to where the products are made.
23. No vehicles are permitted to move within the market site between 9.00am and 2.00pm unless otherwise permitted/instructed to do so by an officer of the council or partner agency.
24. Stallholders are not permitted to alter, damage, deface or interfere with the Council owned canopy umbrellas and associated equipment.
25. 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.
26. Stallholders are not permitted to close 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 Farmers Market Co-ordinator or council representative on site and put up a ‘sold out’ sign indicating what time they sold out.
27. 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.
28. No raffles or games of chance shall be permitted without the written consent of the Council.
29. No political propaganda or the raising of any petitions etc. will be allowed on any stall or other part of the market.
30. The Council reserves the right to remove side sheets and/or umbrellas without notice in the event of adverse weather conditions.
31. 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.
32. 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.

**Please see over (important)**

**Declaration/Acceptance**

I have read and understood the above Farmers Market Terms and Conditions for 2024/2025 and in attending I agree to accept and abide by them.

Name ………………………………............................

Signed …………………….……………………………..

Business Trading Name ………………………………...

Dated ……………………………………………………