

 

**ALFRETON TOWN COUNCIL**

Dear Trader

Please find enclosed an information pack and application form for traders, charities and community groups wishing to attend our market.

The event will be held in the grounds of Alfreton House, High Street, Alfreton on

Sunday 24th June 2023 from 10:00am.

**PLEASE NOTE AS THIS IS THE FIRST MARKET THE STALL FEE HAS BEEN WAIVERED, ALL FUTURE MARKETS WILL INCUR THE COSTS OUTLINED BELOW**

**The date for returning applications is Wednesday 21st June 2023. Please return:**

 The completed Booking Form

 The Fee#

 Public Liability Insurance (minimum cover £5 million)

 Risk Assessment

 A signed copy of the ‘Trading Conditions’

 Charities; If raising funds for a charity a letter of approval from your chosen charity must be submitted with this application (failure to provide this approval will result in the full fee being charged for your stall)

There are a limited number of spaces available.

Stall space will be allocated on a first come first serve basis.

The event starts at Alfreton House at 10:00am and finishes at 15:00pm.

Completion of this form does not guarantee a stall at the event. All bookings will be confirmed on receipt of the complete documentation required, bookings of a similar nature may be rejected to allow variety, preference will be given to charities and businesses who are from or support the Alfreton community.

Please return the form to office@alfretontc.co.uk.

Yours sincerely

Tina Crookes

Tina Crookes – Town Clerk

Alfreton Town Council

**Sunday 24th June 2023**

All stalls are of a gazebo size 3x3and will cost:

£20.00 for commercial use and £20.00 for Charity use for the first year (2023)\*

£75.00 for stalls selling food items

You must supply all your own equipment which includes gazebo or appropriate cover, tables and chairs.

The price is per table/unit and all funds from the event will be donated to Alfreton Big Summer Event.

***YOUR BOOKING WILL ONLY BE RESERVED ON RECEIPT OF:***

 **The completed Booking Form**

 **The Fee#**

 **Public Liability Insurance (minimum cover £5 million)**

 **Risk Assessment**

 **A signed copy of the ‘Trading Conditions’**

 \***Charities; If raising funds for a charity a letter of approval from your chosen charity must be submitted with this application**

**Please also tell us your preferred location and if you have your own stall/shelter and equipment.**

Contact Name:

Contact Address/email:

Telephone Number:

\*Registered Charity Number (if applicable):

Details of goods to be sold and what style i.e tombola/raffle:

# Only once a booking is confirmed, the fee is to be paid either

* by cash to a committee member
* by cheque made payable to ‘Alfreton Town Council’
* by bank transfer may be made. You must use the reference ‘Market 18.06’ and provide evidence that this has been paid. Account number 20347947 Sort code 60-83-01.

**Trading Conditions & Stall Holders Guide**

**Please make sure you have read and understood the following Stallholder Guide before completing your application form.**

This Stallholder Guide is for everyone’s benefit and welfare and to ensure that the event is enjoyable, safe and successful.

1. Applications

1.1 All applications for Stalls must be submitted before the closing date. Bookings are not confirmed until written confirmation has been received from the Organisers. This will only be possible if full payment has been made, a copy of your Public Liability Insurance provided (minimum cover £5 million) and a risk assessment completed. Your application may be refused if similar provisions have already been accepted.

2. Hours of Event

2.1 The Event at Alfreton House will be open to members of the public from 10:00am until 15:00pm.

2.2 The Organisers reserve the right to alter the hours of operation at the event without advance notice to Stallholders, visitors and other persons.

3. Postponement or Abandonment of Event

3.1 Should the event be abandoned on the day due to severe weather, acts of God, third party or other circumstances outside the control of the Event Organisers, the hire charge of the stalls cannot be refunded.

4. Layout of Event

4.1 Stallholders must confine their goods to the stall spaces allocated to them. No alterations or additional displays that extend beyond the allocated space are permitted without prior consent.

4.2 A specific unloading area will be available to you on the day, which is the small barriered car park behind Alfreton House. You may need to move you car once unloaded. There is a car park immediately adjacent to Alfreton house, please note parking charges will apply.

4.3 Stallholders must display their trading name and contact details clearly on their stall.

4.4 No lighting system shall be used for stalls, other than those supplied by the Organisers.

4.5 No naked flames will be used. No electricity supply will be available.

5. Sale of Food

5.1 Traders wishing to sell food or drink to be consumed at the event must first contact the Organisers as there is limited space for such providers and a separate pricing structure will be applied.

5.2 Stallholders who sell food are responsible for ensuring that they comply with the Food Safety Act 1990 and must provide the Organisers with proof of their Food Hygiene Rating. All stallholders selling food must have a Food Hygiene Rating of 3 or above, at the time of booking, evidence must be provided.

5.3 There will be no gas or electricity supplied to stallholders for cooking. All stallholders wishing to serve hot food must contact the Organisers prior to completing an application form.

5.4 There can be NO SMOKING and NO DOGS allowed on or near stalls selling food.

6. Exclusive Rights

6.1 The granting of a Stall does not guarantee the Stallholder sole right of selling or promoting their particular commodity.

6.2 Applications will be considered on a “first come, first served” basis. If too many applications are received for stalls selling the same type of goods, the Organisers will allocate stalls to those received first.

7. Liability

Neither the Organisers nor their representatives shall be liable or responsible for:

7.1 Any injury to the Stallholder or their employees, agents, guests or visitors or their property while within the confines of the space allocated to them.

7.2 Any damage, theft or loss however caused in respect of any exhibits, produce or other property in transit to or from the event or throughout the duration of the event period.

7.3 Anything that may happen to visitors, members, stallholders or their employees or to any stall or property brought to or used at the Event.

7.4 Any losses incurred due to the event being cancelled in the event of severe weather, acts of God, third party or other circumstances outside the control of the Event Organisers.

8. Stall Management

8.1 The Stallholder shall provide an adequate number of staff for the operation of the stall, ensure that any staff are over the age of 16, adequately trained, clean, civil, sober and well presented at all times. The Organisers may require the Stallholder to remove any member of staff that in the opinion of the Organiser does not meet these standards. The use of offensive or abusive or threatening language by the Stallholder or his staff will breach this clause.

8.2 Stallholders shall display their products and conduct business only within their own designated space.

8.3 Stall holders are responsible for their own litter. Keeping your part of the site clean helps the Organisers in the final clearing up process.

8.4 Stallholders shall be solely responsible for providing security for their own Stall.

9. Distribution of Literature, Display Notices & Banners

9.1 Stallholders are not permitted to roam around the event site handing out literature. The distribution of all literature shall be confined to the Stall area only. Displays, banners, leafleting, signage or any other style of displays are not permitted in the parking areas or on the event site or surrounding areas without the written approval of the Organisers.

10. Health & Safety

10.1 All traders must comply with local fire, health and safety regulations and with the directions of the Event’s health and safety officer.

10.2 All Stallholders are required to complete and submit a Risk Assessment Form to the Organisers

10.3 When using temporary structures such as gazebos, awnings or tents the Stallholder must make sure it complies with Health and Safety standards. This is due to health and safety implications such has high winds, trip hazards with cables etc. The Events Co-Ordinator on the day (as nominated by the Organisers) will have the final say.

11. Unloading/Loading and Parking

11.1 Each Stallholder is requested to bring only one vehicle into the designated area while unloading and loading and must not block any entry/exit points.

11.2 Vehicle movement times and instructions, as specified by the Organisers, must be strictly adhered to.

11.3 Any vehicle irregularly parked in the event site or obstructing any exit must be moved immediately.

11.4 There will be no parking space available and you will be expected to move your car from the site once unloaded.

12. Insurance

12.1 All Stallholders must hold Public Liability Insurance (minimum cover £5 million) and provide proof to the Organisers that this will be in force on the date of the Event. Bookings can only be accepted/ confirmed once a copy of this documentation has been received.

12.2 Stallholders must ensure that they are adequately insured covering public liability for Third Parties plus cancellation by the Organisers. The Organisers will not, under any circumstances, entertain any claim on behalf of any Stallholder.

13. Charity stalls

13.1 If raising funds for a charity a letter of approval from your chosen charity should be submitted with this application

14. Assignment

14.1 This application is personal to the Stallholder and shall not be assigned, transferred or apportioned. No more than one business entity may operate from a single Stall without the written permission of the Organisers.

15. Use of materials and photographs for promotion and publication

15.1 By booking a stall, the stallholder is agreeing to the use of photographs taken by the Organisers of the Stallholder/ their stall/ their goods being used for promotion or other publication in relation to the Event. The Stallholder also agrees to the use of photographs, logos and other material provided by the Stallholder being used by the Organisers for promotional purposes of the event.

15.2 The Alfreton Town Council logo is available on request to Stallholders for their own promotional usage.

16. General Data Protection Regulations (GDPR) 2018

16.1 When making a signing the booking agreement, you confirm that you agree to:

Give permission to retain your personal information for as long as it may seem relevant to the event Organisers or you tell us that you no longer want us to retain it. Such personal information (Name and contact details) will only be used by a representative of the Alfreton Town Council to contact you about this event. We may however share any website, facebook, twitter or other social media link that you provide us with in order to promote your business and the event. If you do not agree with such retention or use of your data, please contact us directly so that we can make alternative arrangements.

17. Cancellations

17.1 Cancellations of bookings must be notified in writing. Attempts will be made to re-let the stall space, if this should not be possible the full booking fee will be retained.

18. Cancellations & Liabilities

18.1 The organisers will not be held responsible for any loss or damage to your equipment, goods or personnel.

18.2. Alfreton Town Council reserves the right of decision to postpone, cancel, abandon or curtail the event. Where such a decision arises from directive, happenings or circumstances (such as adverse weather conditions) outside the control of the Alfreton Town Council, it shall not create liability to claim for loss or damages, nor for the refund of any fees and charges paid.

18.3. Alfreton Town Council will not tolerate verbal or physical abuse of its staff or contractors employed on its behalf. If this takes place stall holders will be asked to leave the Event and no refund will be given.

18.4. Every exhibitor or trader shall be solely liable for any loss, injury or damage that may be done to or occasioned by or arising from any article or property exhibited or brought on to the site of the event by or for him, and shall indemnify the Alfreton Town Council on account of or in respect of such damage or injury.

18.5. Alfreton Town Council, its officers and members, will not in any way, be liable to any person whatsoever for any damage or loss, however caused to the property of any such person or any injury, fatal or otherwise, to any person while on the site or on any car parks provided by the organisers.

19. Disputes

19.1 In the event of any disputes the Organiser’s decision is final.

**I acknowledge that I have read and agreed to the Trading Conditions:**

**Stall Holder**

**Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Please return with

 **The completed Booking Form The Fee#**  **Public Liability Insurance** (minimum cover £5 million) **Risk Assessment** **A signed copy of the ‘Trading Conditions’**  **Charities; If raising funds for a charity a letter of approval from your chosen charity must be submitted with this application**



 

**MARKETS POLICY**

|  |  |  |
| --- | --- | --- |
| **Issue** **Number**  | **Date Agreed**  | **Details of amendments**  |
| 1  | 23/05/23 | **Adopted by Regeneration Committee** |
|  | 20/06/23 |  **Received and noted by Full Council** |

**Introduction**

Alfreton Town Council recognises the importance of markets in the local economy and the character of the area. They remain important to the Council and contribute in a number of ways to the local communities they serve.

The Council’s markets are described in more detail in this policy and they represent an important partnership between Alfreton Town Council and Amber Valley Borough Council in delivering economic regeneration and town centre vitality. The aim is that in partnership with Amber Valley Borough Council, Alfreton Town Council organise alternative and complimentary markets within the town of Alfreton.

The Councils have powers to establish and operate markets under the Markets Charter and Part III of the Food Act 1984.

The Council recognises the important role of a wide range of community events which include on occasions, a market element.

Where appropriate Alfreton Town Council will work with other authorities and communities who have or have had a market charter to become market authorities in their own right, to regenerate the Town.

**Scope**

A statement of the proposal you seek to implement detailing the day, the anticipated scale and management arrangements.

Under their market powers the council is entitled to give approval to the holding of other markets within 6 2/3 miles of the location of the Council’s own markets. The Councils are aware of the existence of a number of other markets falling within the 6 2/3 mile radius but this policy is only intended to apply to new commercial markets which might be established in the future within the 6 2/3 mile radius of the markets held in Alfreton.

The Councils are keen to maintain the balance of markets throughout its town and also ensure that there is consistency in the way that markets are organised. In this context the Town Council has decided to implement a markets policy which sets out the basis upon which markets are held.

**Powers**

The Councils have powers to establish and operate markets under the Markets Charter and Part III of the Food Act 1984.

The Markets will be held between 9am – 3pm on days to be determined by the Town Council. They can be held from Sunday to Saturday.

The Trading Conditions and Stall Holders Guide form must be completed and signed.

The charge per stall will be £30.00[[1]](#footnote-1).

The Council’s markets policy is intended to cover all market events held by Alfreton Town Council.

1. This will be reviewed annually and may change without notice [↑](#footnote-ref-1)