



# Fleet Market Traders Information Pack



**Fleet**  
Market

# Welcome to Fleet Market



Fleet Saturday Market is a weekly market operated by a Community Interest Company (CIC) which was setup with the aim of reinvigorating and regenerating the declining market. The aims of the Fleet Market CIC are:

- ⇒ Improving the retail offer for residents of and visitors to Fleet
- ⇒ Improving the visitor experience
- ⇒ Creating a more vibrant atmosphere in Fleet and reversing the decline in the town centre
- ⇒ Stimulating more footfall in Fleet for current and future retail and leisure businesses
- ⇒ Creating employment and business opportunities for local people to trade on the market
- ⇒ Create a sustainable source of local produce for residents of Hart
- ⇒ Using any financial surplus which might be generated for the benefit of the community

## Information for new traders

The CIC has partnered with the National Market Traders Federation to provide information and support for new and existing traders. Information on the NMTF can be found here : <https://www.nmtf.co.uk/what-we-offer>. NMTF offer comprehensive support and advice for market traders, including how to carry out a risk assessment, access to competitive insurance quotes, information on making your stall as appealing as possible, and how to maximise the return you get from engaging with the market.



# Fleet Market

## Rules & Regulations



The Rules and Regulations are outlined below:

1. Times of the market
2. Charges
3. Application for and allocation of stalls
4. Absence from the market
5. Other charges
6. Vehicle access
7. Stall occupation
8. Refuse
9. Transfer of stall
10. Stall layout
11. Access
12. Insurance
13. Conduct
14. Disciplinary action
15. Notice period



# Fleet Market

## Rules & Regulations

### 1. Times of the Market

Saturday 9am to 3pm

Traders agree to stand during the core hours of Fleet Market as set out above. Any trader leaving before the set time without permission from the CIC will be dealt with in accordance with regulation 14. Any trader wanting to stay on the market longer than the times stated they may do so provided they have the prior approval of the CIC but must be off the market before 5pm.

### 2. Charges

- a) Traders will be notified of all current charges for stalls, pitches, and any surcharges as shown on the CIC website. These may be amended by the CIC at their sole discretion at any time. Traders may opt to pay weekly or monthly in advance by invoice. Traders agree to the terms associated with their chosen method of payment.
- b) The CIC must receive rent payments no later than close of play on the Thursday before the market. It is the responsibility of the trader to ensure that rent is paid on time. Late or missing payment will result in cancellation of the pitch.
- c) Traders who commit to a stall but fail to pay their rent on the time will receive an initial verbal warning. On a second occasion a written warning will be issued, and on a third occasion the trader may be dismissed from the market. Traders paying monthly who miss payments will be required to abide by the invoice conditions, failure to do so will lead to disciplinary action.
- d) Registered traders must pay any arrears in full within four weeks of their return to the market. If traders fail to do this they will be dealt with under regulation 14.
- e) Casual traders may trade for an introductory period of eight weeks. After this time, traders who have formally requested, via the CIC, to stand on the market may be signed up as registered traders, provided they are not or have not been in breach of any of these regulations. Traders who do not wish to sign up after this time will be required to leave the market forthwith. Casual traders must advise the CIC of their attendance prior to the market day and they will then be allocated a stall. The same stall/pitch will not be guaranteed for casual traders as they are for registered traders.
- f) Market closure in advance due to weather forecast: If a weather warning is issued the Markets Manager must act upon it. If speeds or gusts of wind are predicted to reach 40mph or above (as shown on the Met Office website) the market will be closed or made a no structure event. This decision will be made as early as possible.
- g) Weather Change on the Day: If the decision is made to close the market before 12.00 noon on the day a full credit will be made. If the decision is made to close the market after 12.00 noon on the day a 50% credit will be made.



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# Fleet Market

## Rules & Regulations

### 3. Application for and allocation of stalls

All applications must be made to the CIC on the prescribed form at the end of this document who will allocate, subject to their discretion, on a first come first served basis and in the following order of priority:

- a) To any existing trader who has made an application for an additional stall.
- b) To any existing trader whom applies to transfer from another stall, which he/she will then relinquish.
- c) Subject to trade and business considerations, casual or intermittent traders in the order in which they appear on the official waiting list which shall be maintained by the CIC.
- d) No material change in class of goods shall be made without the prior consent of the CIC; any trader wishing to change the line of goods may be required to forfeit their stall allocation and may be repositioned at the discretion of the CIC.
- e) Traders are not permitted to sub-let any stall or any part thereof.
- f) Traders agree to comply with any statutory law or bylaw relating to retail markets and sales there from and agree not to offer for sale illegal, prohibited or counterfeit goods. Any trader selling items requiring a licence or certificate is responsible for obtaining such a licence or certificate at their own expense and is obliged to provide evidence of such immediately upon request of the CIC or council representative.
- g) Stallholders will supply their full name, address, contact details and relevant trading details to the CIC and agree to inform the CIC of any changes to this information as soon as practicable. The trader agrees to the council & CIC holding this information.
- h) Traders participate in the market entirely at their own risk in every respect and shall absolve the organisers and its personnel from responsibility from such risks, including personal injury, loss or damage to property, cancellation of the event, however this may occur.
- i) The CIC reserves the right to review market fees and terms and conditions when required and alter the charges. All traders will be notified at least four weeks before any changes are implemented.



Rules

# Fleet Market

## Rules & Regulations

### 4. Absence from the market

- a) Registered traders paying rent monthly in advance are entitled to four weeks annual leave for which they will not be charged. This will apply whether this leave is taken or traded through. Registered traders paying rent weekly are entitled to take two weeks annual leave without charge or alternatively, six weeks at half rent. This will apply whether this leave is taken or traded through. The CIC must be notified of annual leave where possible.
- b) Traders must notify the CIC of the preferred method of payment each fiscal year for the purposes of calculating annual leave entitlement.
- c) If a trader cannot attend on medical grounds rent will still be due and payable, however in exceptional circumstances, traders may apply in writing to the CIC for rent arrears to be written off. Exceptional circumstances are deemed to be non elective hospitalisation and where alternative arrangements for attendance at Fleet Market could not be reasonably expected. In the case of long term absence through illness i.e. lasting eight weeks or more, the CIC may permanently reallocate stalls without prior notice either verbally or written to the trader.
- d) The CIC can be contacted on 07515 697588 Monday - Saturday. An explanation must be given for any non-attendance.
- e) Any non-attendance taken after a trader has used up their annual leave entitlement will incur charges of half their weekly rent in which they will then be put into arrears. Arrears must be paid for in full within two weeks of their return to the market. If traders fail to do this the trader will be dealt with under regulation 14.
- f) If a stall is not occupied by 8.30am, or the CIC has not been advised of any late arrival or non-attendance, that stall will be re-allocated by the CIC.



Regulations

# Fleet Market

## Rules & Regulations

### 5. Other charges

- a) The CIC will provide registered stall holders with covers / tables for stalls for a fee. These items will be retained by CIC for use at each market and must be returned in good condition.
- b) Traders may provide their own stall covering which should be in good condition and ideally in colours aligning to those of the market (blue / white). Where a trader has existing coverings, this will be allowed so long as it is in good condition, and fits in with the look & feel of the market.
- c) Traders must ensure that covers / tables are returned clean and in good condition at their own expense to the CIC. Traders will be charged for any damaged or missing covers / tables at the rates applicable, which can be obtained from the CIC (reasonable wear and tear excepted).
- d) Traders agree to take all good and proper care of covers / tables and to ensure security of covers / table when not in use.
- e) Traders are not permitted to use the covers / tables provided by the CIC at other markets, sales or events.
- f) Traders accept any risk associated with using CIC covers and will ensure that their public liability arrangements incorporate and insure against claims arising from the use of these covers.
- g) The council reserve the right to charge for the loss of, or damage to any stall fitting (including lights and council provided covers) and to recover all and any costs arising as a result of non-compliance by the trader with this code.



# Fleet Market

## Rules & Regulations

### 6. Vehicle access

No vehicle may be brought onto the market between the hours of 9am and 3pm. Vehicle access is permitted only as follows:

Unloading: 6.30am to 9am

Loading: 3pm to 5pm

- a) The bringing of vehicles onto the market outside of these times is an infringement of the Traffic Regulation Order and may result in action being taken by the police and will also be dealt with under regulation 14.
- b) In adverse weather conditions, at the discretion of the CIC, permission may be granted for vehicles to be brought onto the market earlier than normal.

### 7. Stall occupation

- a) Traders will maintain their stall in a clean and tidy condition at all times.
- b) Traders must not use any street furniture, planters, or surrounding buildings to support displays, stack goods, or store equipment.
- c) Traders may have front displays but must leave a reasonable carriageway for access and pedestrians. Any trader building out too far will be asked by the CIC to either move or remove their display until the CIC is satisfied with the space. Any trader who doesn't comply with this will be dealt with in accordance with regulation 14.
- d) Traders may have side displays next to their stalls but only to the discretion of the CIC. Any trader building out too far will be charged for that space as it would be classed as a pitch.
- e) Traders must not unreasonably obstruct the views of any other trader's stalls with their side or front displays.
- f) Food sellers must also provide a copy of their local authority registration details and their food hygiene certificates. A current hygiene rating of 3 or higher is required to operate from the market. A risk assessment must be carried out as soon as the catering operation is setup.
- g) Traders selling hot food or ready to eat foods (High risk food) will need the following in place to trade safely:

Provide appropriate cover to the roof, sides and back of stalls from which food is to be sold and provide such other facilities and equipment as required by law, by Environmental Health or Trading Standards Officers. Traders may be asked to remove the sides of their stall depending on weather conditions.

Traders must have suitable hand washing facilities such as hand basin with necessary prerequisites such as hot and cold running water, soap, hand drying facilities and a suitable method for disposing of wastewater will be required.

Traders must ensure direct handling of fresh food is done wearing gloves.



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# Fleet Market

## Rules & Regulations

### 8. Refuse

The proper bagging or boxing of all refuse arising from the traders business on the market is the responsibility of the trader. Refuse must be adequately contained at all times. Bins will be provided by the CIC and all traders are expected to use them.

### 9. Transfer of Stall

No trader has the right to transfer his/her stall or permit it to be used by any other person.

### 10. Stall Layout

- a) Traders are responsible for ensuring that all equipment provided by the CIC must not be removed or tampered with in any way.
- b) Traders must not move, tamper or remove any part of the stalls. The stalls must remain positioned where they were set out.
- c) Once available, and on the grounds of health and safety, stall power is supplied on a 240 volt supply and this is the only supply that is permitted to be used for stall lighting. For the protection of the individual bulb holders & the supply cable from overload, bulb sizes cannot exceed 60 watts.
- d) The CIC reserves the right to alter the layout of the market or to move traders to an alternate pitch from time to time in order to accommodate any works or other activities. Wherever possible, such changes will be notified to the traders affected by such changes in advance of market days.
- e) Disciplinary action will be implemented for any abuse or misuse of the facilities provided.

### 11. Access

Access ways for safe and unobstructed pedestrian circulation must be maintained by all traders throughout the market at all times (2m carriageway). Traders must ensure that they do not at any time cause any obstruction to pedestrian routes and emergency vehicle access.

### 12. Insurance

- a) All traders are required and obliged to carry their own current public liability insurance cover to a value of not less than £5 million, and indemnify the CIC and Fleet Town Council against all actions, claims and demands from any person for loss, damage or injury arising out of, or as a result of trading on Fleet Market. The CIC and council will not accept any responsibility whatsoever for any claims or liabilities originating from or attaching to any traders operation in the market.
- b) All traders must immediately produce evidence of such Insurance to the CIC on request.



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# Fleet Market

## Rules & Regulations

### 13. Conduct

- a) Any trader found causing offence, nuisance or injury to any member of the public, another trader or official of the council, or being under the influence of drink or drugs, shall be dealt with in accordance with regulation 14, and in serious cases will be subject to instant dismissal from the market.
- b) Traders agree to take reasonable steps to ensure the health and safety of themselves, their employees and members of the public at all times whilst in attendance at Fleet Market.
- c) Traders shall comply with all reasonable and lawful requests made by the CIC or officer of the council.
- d) Traders are expected to present a positive image of the market. Traders should not disgrace, belittle, or shame customers, fellow traders or Council Officers in-person, online or in social media posts. Any trader or representative who is abusive or posts negative online or social media comments may result in suspension. For serious offences, suspension will be immediate and will be permanent. The CIC's decision on this is final. Under no circumstances traders or their employees or representative should bring the market into disrepute.

### 14. Disciplinary action

- a) The CIC will continually monitor all traders observance of all aspects of this code of conduct. Any Infringement of rules 2, 4, and 6 – 13 inclusive, will be deemed as misconduct and will result in the following action being taken:
  - On the first occasion the trader will be given a verbal warning.
  - On the second occasion the trader will be given a written warning.
  - On the third occasion the trader will be dismissed from the Market.
- b) All warnings, verbal and written will be recorded by the CIC and the traders future conduct will be monitored. All warnings will be retained the trader's file. Warnings will lapse following a 12 month period from the date the warning was issued.
- c) Any serious breach of regulations 9 and 13 will be deemed as Gross Misconduct and will result in instant dismissal from the market.
- d) Any trader dismissed from the market for misconduct as in paragraph a to c above, will have this decision confirmed in writing by the service manager within seven days.

### 15. Notice period

- a) Registered traders wishing to cease trading on Fleet Market must notify the CIC, in writing, of their intention at least 14 days in advance of their last trading date. Rent for this notice period remains due and payable and the CIC will seek to recover any unpaid rent plus any reasonable costs incurred to recover arrears up to and including the notice period. In the case of a cancelled market or public holiday falling on a market day, traders notice will be postponed and the trader must stand their two weeks notice or alternatively they will be required make payment in lieu of notice.
- b) With regard to holiday entitlement, traders leaving will be required to pay back any holidays taken beyond their entitlement.



# Fleet Market

## Application Form

We would like to thank you for your interest in becoming a trader at Fleet Market and look forward to getting you onboard. To become a formally approved trader we require some initial basic information about you and your business, along with some basic supporting information.

Once your application and supporting documentation has been received and is approved, your business will be included on the Approved Trader List, and you will be invited to trade at the market.



<b>Your Name</b>	
<b>Business Name:</b>	
<b>Address</b>	
<b>Email Address</b>	
<b>Telephone Number</b>	

<p><b>Please describe the nature of your business and the type of products you would like to sell:</b></p>    
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<b>Gazebo and table</b>	<b>Y/N</b>
<b>Do you require a gazebo and table to be provided by the market</b>	
<b>If providing your own, have you supplied a picture of your gazebo?</b>	

### Insurance & Safety Information

All traders are required to submit a copy of their Public Liability Insurance Certificate and the associated schedule. Please use the check list below to indicate the supporting documentation that you are including with your application.

<b>Safety Documentation – Checklist</b>		<b>Y</b>	<b>N</b>	<b>N/A</b>
<b>1</b>	Copy of Public Liability Insurance, Certificate & Schedule (minimum cover £5,000,000)			
<b>2</b>	Copy of current Gas Safety certificate for LPG appliance			
<b>3</b>	Fire Risk Assessment			

# Fleet Market

## Application Form

Food traders are also required to supply the following information:

	Food Trader Checklist	Y	N	N/A
4	A copy of your food registration form or letter/email from your home authority confirming that your business is registered			
5	A copy of your most recent food hygiene inspection report			
OR 6	A letter/email from your home authority confirming that your business is low risk and subject to interventions, other than inspections			
7	Copy of Food Hygiene Level 2 Certificate, or equivalent, for yourself and each member of staff if you intend to sell high risk food			
8	Fire extinguisher Certificate of Compliance			

### Frequency of Attendance at the Market

We understand that not every trader can attend every single week and we look to support this by offering the ability to take a more flexible approach. Please select in the box below your preferred trading frequency

Attendance	Weekly	Fortnightly	Monthly	Adhoc
Your attendance				

### Application to Trade Confirmation

By signing below, you are confirming that you accept and will abide by the terms and conditions outlined in this document

Your Name (Print)	
Your Signature	
Date	

Approval Date	
Approved By (Print)	
Signature	



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