

Uplands Market Ltd.

Terms and conditions

General

1. The market registration form requires traders to agree to these terms and conditions. In returning the registration form and paying the required fee, traders agree that they have read and understood and agree to be bound by these terms and conditions
2. In these terms, the following words/phrases shall have the following meanings:
 - a. 'Uplands Market'/'we'/'us'/'our' mean Uplands Market Ltd. – a not for profit company limited by guarantee, registered in England and Wales with company number 08560047, whose registered office is situated at 2 Princess Way, Swansea SA1 3LW and whose website is www.uplandsmarket.com and also trading as Marina Market and Morriston Market
 - b. 'Stallholder'/'you' means any person or organisation renting or jointly renting a pitch
 - c. 'Pitch' means a single square, in the official market site measuring at least 2m square. Pitches are covered and provided by an independent contractor (unless agreed otherwise in advance). For the avoidance of doubt, pitches do not include tables/display areas, and pitch coverings provided do not include sides/back, which traders must provide themselves
 - d. 'Fee' means the fee for booking a pitch at the markets. Fees are detailed in our tariff of charges, which is available on our website
 - e. 'Site' means the site occupied by the street market as displayed on our website
 - f. 'Produce' means anything sold or given away by a stallholder at any of our markets
 - g. 'Trading period' means the public hours of trading for the market, which are published on our website
2. No modifications or alterations to these terms will be valid unless expressly accepted in writing by Uplands Market Ltd.

Registration

3. All stallholders must register online on our website – this helps us to reduce our administrative costs. If you cannot get online, please let us know and we will arrange to send you a hard copy of the registration form. Because the form requires you to agree to our terms and conditions, we cannot complete it for you

4. Acceptance of your registration and the payment in full of the appropriate fee entitles you to the occupation of one pitch by your organisation for the trading period plus time for setting up/clearing away. Please note that until we respond confirming that you have a pitch, you are not guaranteed one
5. Any messages that we leave using the contact details provided in your registration are deemed to have been adequately notified to you – it is your responsibility to ensure that you check for any messages from us

Pitch allocation

6. Uplands Market Ltd. will decide the allocation of pitches. We do not guarantee you the same pitch for each market but we will do our best. Stallholders must abide by the decisions of the Uplands Market and any representatives of the market on the day of trading. In certain circumstances it may be necessary to amend allocations – in all such cases the decision of Uplands Market Ltd., its employees or volunteers, is final
7. When taking bookings, we will aim to ensure a mix of stalls and activities and so registration is not necessarily operated on a 'first come first served' basis nor do we guarantee 'regular' attenders that they will always be allocated a pitch

Sharing pitches

8. Pitches may be shared, in which case all stallholders sharing the pitch MUST complete a separate registration form and all must agree to these Terms and Conditions (the registration form allows for you to supply the information about who you are sharing with)
9. Where pitches are shared, stallholders are jointly and severally liable for adhering to the requirements of these terms and conditions

Insurances and liabilities

10. In registering for a pitch, at all times you agree to indemnify and keep indemnified the landowner (the City and County of Swansea Council) and Uplands Market Ltd. from and against all actions, proceedings, costs, claims and demands for injury to persons or property arising out of or in connection with the granting of the permission to grant you a pitch, unless such injury or damage shall arise from any act or omission of the landowner and/or Uplands Market Ltd. of its obligations under this permission
11. You must ensure adequate insurance cover is in force to cover the use as granted. The level of cover you must have in place is £1m public liability for any one incident. Each stallholder/exhibitor should be able to produce evidence to the market of their insurance cover
12. You should also ensure that you have adequate employee liability insurance cover to cover your activities and you should be able to

provide evidence of this as required by law and also on request by Uplands Market Ltd.

13. Where relevant, each stallholder should have in place Product Liability Insurance to an appropriate level of cover. By agreeing to these terms and conditions you also indemnify and agree to keep indemnified Uplands Market Ltd. from any claims made against you as a result of your products or services
14. Any articles, including (but not exclusively) stock, equipment, vehicles, money and personal possessions, that are brought by you, your staff, volunteers, partners or customers are solely your responsibility, and neither the City and County of Swansea Council as the landowner, nor Uplands Market Ltd. shall be liable for any loss or damage thereto
15. Without prejudice to the above, by registering for a pitch you agree to indemnify Uplands Market Ltd. against all actions, proceedings, costs, charges, claims, expenses and demands arising from any failure on your part to obtain the relevant licenses/consents or to hold adequate insurance cover

Setting up

16. You may access the site up to an hour and a half before market trading begins for setting up – note that we do not guarantee to have all stalls set up an hour and a half prior to the start of trading and you may be required to wait whilst the market is being set up
17. You must not place any containers, vehicles or other obstructions on the public pavement and you must not at any point obstruct or cause to be obstructed either the pavement or the entry way to any doorway of shops or other premises/residential buildings

Health and safety

18. Stallholders are responsible for their and their customers' health and safety. Stallholders should have a risk assessment in place and appropriate training for any staff/volunteers
19. Any cooking appliances that use naked flames, generators or heat generating appliances must be safely sited away from pitch coverings or any other flammable hazards, and away from the areas of the pitch accessible to the public. It is your responsibility to ensure that all cooking/heating appliances are fit for purpose – we reserve the right to require you to cease using an appliance if it is considered to be unsafe or that it will create an unacceptably high risk to public safety
20. We are able to supply limited power if it is essential. We can only do so if you confirm this with us in advance. You may use large batteries for powering equipment if appropriate and in line with manufacturer's guidelines for use, but petrol or diesel generators are not permitted

21. Gas canisters must be appropriate for use, and stall-holders using gas canisters must check the connections and integrity of hoses before and after assembly
22. Any electrical appliances used should be certified safe for use by a qualified electrician, with PAT testing certificates in place for any portable electrical appliances, including extension leads, adaptors and detachable power cables
23. The markets are sited outdoors and, although covered, pitches are open to the elements – any electrical power points should be situated safely off the ground and away from the elements and liquids, and used in the way in which the manufacturer stipulates. Plug boards and adaptors must not be overloaded
24. All cables must be safely laid. You must not allow trailing cables to cross public thoroughfares or in any other way create trip hazards
25. When setting up stalls, stallholders should note that pedestrians may use the public spaces in which the markets take place and care must be taken not to create trip hazards whilst setting up
26. It is a requirement of trading that you must carry out a risk assessment appraisal and if asked this should be available for inspection

Vehicle access and parking

27. The sites are constrained and no vehicle parking is permitted during the market trading period unless you are trading from a trailer or van, in which case you must agree this with us in advance
28. Vehicles may be brought into the site for loading and unloading before and after the market, but with up to 60 stallholders at peak times (more if stalls are shared) we ask you only to do this if it is essential to do so. Unless we have granted prior permission, all vehicles must be removed from the site half an hour before the market begins and may not return to the site until the market ends
29. When loading or unloading you must not block driveways of domestic dwellings, lanes or pavements, or access to the market area and you must not block other business access
30. Vehicle parking is no longer provided for free. Stallholders must park responsibly. Uplands Market Ltd. is not responsible for providing you with a parking space and we do not accept any responsibility for fines incurred for improper parking by you
31. You must not leave any empty boxes or rubbish where you park – the same waste rules (below) apply

Produce

32. Produce sold at the markets should reflect the broad aims of the UPLANDS MARKET LTD. – we want to promote healthy foods, support local producers, and we favour ethical enterprises. All

produce should meet the expectations of customers for good quality, fresh, wholesome “artisan” (i.e. non-industrial) products

33. You may not carry out any trade that is licensable under the Licensing Act 2003 (as amended) unless with our express written agreement. Of the 4 licensable activities defined by the Act, the three that might be relevant to the market are:
 - a. the sale by retail of alcohol;
 - b. the supply of alcohol by or on behalf of a club to, or to the order of, a member of the club; and
 - c. the provision of regulated entertainment.

If you are selling age restricted products (for example confectionary containing alcohol) then you must provide us with evidence of any relevant licenses and clearly display any age restrictions. You must adhere to age restrictions and follow industry best practice when selling any such items

34. Where relevant, all food and drink producers must adhere to Local Authority Environmental Health regulations and all producers must be registered with the Environmental Health department of their own Local Authority, if this is required, for the type of product they sell. It is the responsibility of stallholders to ensure that they comply with the relevant regulations and standards for Environmental Health
35. If applicable, stallholders must have an appropriate Food Hygiene Certificate and clearly display it at each market. Stallholders are required to meet all legal food hygiene requirements with regards to the production, transport, display and serving of food
36. All produce should be labelled with the name and address of the producer with the weight in metric and clearly priced accordingly, where appropriate. For loose or unpackaged produce, price lists should be displayed, including measures

Legal trading

37. In completing a registration form and accepting these terms and conditions you are confirming that you are legally permitted to trade and work in the UK
38. All stallholders must comply with all relevant trading legislation, including fair use of weights and measures and compliance with any copyright and trademark rules and Trading Standards
39. In completing a registration form and therefore accepting these terms and conditions you confirm that you have registered with HM Revenue and Customs and that you are fully responsible for any and all tax and national insurance contributions for you and/or your organisation as well as any employees that arise as a result of your trading activities at the market

Data protection

40. We are required to pass details of all food stalls and other relevant traders to Environmental Health and Trading Standards and by registering with us all stallholders consent to having their details passed on to the relevant Environmental Health, Trading Standards, licensing and any other appropriate authorities required by law or by the relevant regulating bodies. In registering you also consent to Uplands Market Ltd. keeping your details on file following the market(s) for which you have registered, and you agree to ensure that the contact details Uplands Market Ltd. holds for you are up to date

Facilities

41. There is no water supply on site. Stallholders are responsible for providing their own water
42. There are no toilet or hand washing facilities provided on site. Nearby businesses have offered use of toilet facilities for stallholders. Details are provided in the guidance notes for stallholders on our website. Stallholders are expected to use these facilities in the manner for which they are intended – they may not be used for washing of goods/utensils or similar, and they may not be used for the disposal of any waste water. We expect stallholders to ensure that these facilities are left in the same condition that they find them in. We cannot guarantee access to any of these facilities.

Waste

43. There is no centralised waste collection for the markets. Stallholders are responsible for maintaining cleanliness in, and in the immediate vicinity of their pitches and for removing any waste and cleaning up their pitch area before leaving the markets. Failure to comply may lead to the right to trade being withdrawn and the market reserves the right to make a surcharge to cover the costs of cleaning in that event
44. All waste must be disposed of in an environmentally friendly manner. Traders may not use the public waste bins located on the pavement for disposal of waste. Traders are fully responsible for any costs associated with dealing with waste produced as a result of their trading and traders are encouraged not to use wasteful packaging and to also use packaging that is made from recycled materials and/or can be easily recycled
45. There are no waste water facilities on site. Stallholders must collect and dispose of waste water appropriately. No solids, oils, fats or contaminated water may be disposed of in drains on the road

Punctuality

46. Stallholders should arrive in time to set up ready for the start of the trading period of the markets, and at the latest half an hour before

the market trading period begins. Stallholders should not cease trading until the end of the trading period unless in extenuating circumstances. Late arrivals may forfeit their right to a pitch where notice of late arrival is not given in advance

47. No access to sites will be permitted to vehicles less than half an hour before the market begins

Music and noise

48. If you wish to play a radio or recorded music, you must possess the appropriate licences to do so and you must be able to provide copies of these to us in advance
49. You must keep noise to reasonable levels – the use of PA systems, loud hailers or other sound amplification is not permitted unless you have received prior permission from us
50. Live music requires separate licensing and you cannot provide this as part of your pitch

Fees

51. Stallholders will pay the fee to trade at each market in full in advance to Uplands Market Ltd. Payments should be made by Internet Banking/ BACS and must be received two weeks prior to the date of the market for which the pitch is being booked. Payments by other means are discouraged, to allow us to minimise administrative costs, but where they cannot be avoided, the same two week clearance of monies, e.g. for cheques, applies
52. All fees paid via BACS must have your/your organisation name in the subject (or equivalent box) in the payment form in order that we can easily relate payments to registration forms
53. All fees paid by cheque must have your/your organisation name and the date of the market you are registering for written on the back of the cheque. Post-dated cheques will not be accepted
54. Should fees be paid late, Uplands Market Ltd. cannot guarantee the availability of a pitch
55. Completion of a registration form does not guarantee a pitch – places are limited. Uplands Market Ltd. will inform applicants if they have been successful in securing a pitch
56. It is possible to block book in advance but we will only offer this selectively in order to maintain flexibility. Advance bookings can only be made if the full fee for all markets in the block booking are paid in full in advance. We will not normally allow a first time trader to block book until they have traded in at least one market. Block Booking and payment in advance does not necessarily guarantee pitch allocations. Agreement to one block booking does not guarantee that we will do so again and continuation of trading during a block booking is subject to your adherence to these terms and conditions

57. Under no circumstances will pitches be let without prior payment

Cancellations

58. If you wish to cancel your pitch booking, the following cancellation terms apply:
 - a. Cancellation with more than 14 clear days notice – full refund
 - b. Less than 14 clear days notice but more than 48 hours notice (from the start time of the market) – £20 of the booking fee will be retained with the balance refunded
 - c. Less than 48 hours notice (from the start time of the market) – the full fee will be retained by Uplands Market Ltd.
 - d. No fees will be refunded for late arrival at any market or for any cessation of trading that occurs as a result of a breach of these terms and conditions
59. Should stallholders repeatedly book and then cancel, Uplands Market Ltd. reserves the right to refuse participation in future markets
60. Uplands Market Ltd. reserves the right to refuse participation in the market to anyone that it feels could or does conflict with its equal opportunities policy

Force majeure

61. We do not accept liability for any consequential loss, damage, delay, disruption, or non-fulfilment of any agreement due to forces beyond our control. For the avoidance of doubt this includes any delays or cancellation that may be caused by periods of inclement weather
62. In the event of any delay or non-fulfilment of any agreement arising from the above clause, we shall not be liable to pay you for any consequential loss or damages as a result of the delay, disruption or cancellation of one or more markets
63. If we have to cancel a market it will likely be due to weather conditions and therefore will be at short notice. We will endeavour to reach all stallholders, using the contact details you have provided, immediately following any decision to cancel. You should check the Facebook and Twitter feed for the markets if the weather is poor – we will also post notices there
64. If we have to cancel a market at short notice before the day of trading then we will roll over your payment to the next market – if this is not possible then we will refund your booking fee minus any amounts owing to us
65. In the event that a market has begun but then has to cease trading early due to poor weather we will not refund your fees as at that stage we will have incurred all of the costs of set up. This is part of the risk of trading outdoors

66. You are wholly responsible for ensuring that your products and displays are suitable for outdoor trading and you agree that Uplands Market Ltd. is not responsible or liable for any damage or loss of goods caused by inadequate protection against/exposure to the weather

Marketing, publicity and signage

67. You may affix temporary signs to your pitch covering provided that they are easily removed without damaging the gazebo and its covering, and provided that they pose no hazard to the public as a result of falling or becoming detached. You may not place 'A boards' or similar advertising outside the curtilage of your stall. Any temporary notices on your pitch should be information that relates to your trading on the day – you cannot place general advertisements and marketing materials on your pitch neither can you rent space in your pitch for others to advertise
68. All signage should be appropriate to a wide public audience, including children. The market reserves the right to require you to take down any advertising or signage deemed offensive or inappropriate
69. We encourage stallholders to raise awareness of the market. However, unless they are Directors of Uplands Market Ltd. stallholders may not make representations to any third parties on behalf of Uplands Market Ltd.

Other requirements

70. Uplands Market Ltd. expects all stallholders to maintain the highest standards of equalities in all of their activities. We reserve the right to refuse registrations from organisations or individuals that we consider contravene our equality standards
71. Stallholders agree not to do anything that would bring Uplands Market Ltd. into disrepute
72. Uplands Market Ltd. has a zero tolerance approach to abusive behaviour towards its staff or volunteers. We reserve the right to refuse pitches at future markets as a result of abusive behaviour
73. A waiver by us of any of these terms and conditions in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach of it and in such cases all other terms and conditions shall not be affected by the waiver of one or more individual terms
74. Should any of these terms and conditions prove unenforceable, it shall not affect the remainder of the terms and conditions
75. In the unlikely event of a formal dispute, these Terms and Conditions shall be governed by and construed in accordance with English and Welsh law and by registering with us you agree to submit to the jurisdiction of the English and Welsh courts



76. The numbering and sub-headings used in these terms and conditions are for convenience and shall not affect their overall interpretation
77. UPLANDS MARKET LTD. reserves the right to exclude any stallholders who do not comply with the above terms and conditions. The decisions of Uplands Market Ltd. and any of its employees/volunteers are final
78. We may from time to time update the terms and conditions – your continued trading is on the basis that you have read and accepted the terms and conditions that were in place for the market at the time of your booking.

The market recognises that for some people this will be their first experience of street trading. If you do not yet comply with the above please let us know and we can signpost you to the relevant support agencies that may be able to help you.