



# Uplands Market Ltd.

## Terms and conditions

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### 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' 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
  - 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 market, which is £35 for a single pitch or £40 for a single pitch located on a prime site (a £10 additional charge is made for provision of power but this must be agreed in advance)
  - e. 'Site' means the site of the street market in Gwydr Square, Uplands, Swansea
  - f. 'Produce' means anything sold or given away by a stallholder at the Uplands Market
  - g. 'Trading period' means the public hours of trading for the market, which are between 9.00am and 1.00pm
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 use the online registration form – this helps us to reduce our administrative costs. In the event that you are unable to access the form, please let us know and we will arrange to send you a hard copy. 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 period between 7.30am and 1.30pm (inclusive of setting up and clearing away time) on the market day for which you are applying. Please note that until we respond informing you that you have a pitch, you are not guaranteed one – if we are unable to accommodate you, we will offer you the opportunity of rolling your payment forward to a future market or refunding you in full
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 will decide the allocation of pitches. 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, Uplands Market will aim to ensure a mix of stalls and activities and so registration is not necessarily operated on a 'first come first served' basis
8. Once the market is established, preference may be given to those stallholders who agree to a regular attendance

### **Sharing pitches**

9. Pitches may be shared, in which case all stallholders sharing the pitch MUST complete a separate registration form each 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)
10. Where pitches are shared, stallholders are jointly and severally liable for adhering to the requirements of these terms and conditions

### **Insurances and liabilities**

11. 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

12. 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
13. 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.
14. 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
15. 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
16. Without prejudice to the above, by registering for a pitch you agree to indemnify Uplands Market 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**

17. You may access the site for setting up between 7.00am and 9.00am on market days – note that we do not guarantee to have all stalls set up by 7am and you may be required to wait whilst the market is being set up
18. 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**

19. 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
20. 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. All cooking/heating appliances must be fit for purpose – the Uplands Market reserves 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

21. For safety reasons, petrol generators are not permitted, you may use diesel generators if you require power. You must locate these behind your stall, with sufficient clearance for any exhaust fumes and well away from any combustible materials. You should have sufficient fuel in the generator to cover your power needs for the duration of the market. In the event that refuelling of generators is unavoidable during the period of the market, this must be done safely and well away from any combustible materials – you must ensure that the generator is sufficiently cooled to allow refuelling safely. Any spillages of fuel must be reported immediately and must be cleaned up immediately by you.
22. All fuel must be stored in appropriate containers and in appropriately small quantities and the cap/lid must be kept on at all times when fuel is being stored. It must also be stored safely away from heat sources and ideally as far away from combustible materials as feasible. You should only bring fuel containers if it is essential to do so
23. Stall-holders using gas canisters or other fuel-using equipment must check the connections and integrity of hoses before and after assembly
24. 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
25. The market is sited on the road 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. Particularly, plug boards and adaptors must not be overloaded
26. When setting up stalls, stallholders must not block doorways to shops and should not place any items on the pavement areas of Gwydr Square or adjoining streets
27. 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**

28. The site is 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
29. 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 by 8.30am and may not return to the site until 1pm

30. When loading or unloading you must not block driveways of domestic dwellings, lanes or pavements, or access to the market area
31. Vehicle parking is provided for free at the Grove Medical Centre, at the top of Uplands Terrace on market mornings – stallholders must park responsibly and should note that the car park is sometimes also used by local residents on weekends – it is not for the exclusive use of market traders. Neither the Uplands Market nor the Grove Medical Centre will be liable for any damage or loss as a result of parking, and any vehicles are parked entirely at the owner's risk. You must not leave any empty boxes or rubbish in the car park – the same waste rules (below) apply to this and any other areas. If you choose to park on street elsewhere, you are liable to the same rules for parking as any other road user – we expect you to park responsibly

### **Produce**

32. All produce sold at the Uplands Market 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). 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 the market 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. Uplands Market is 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 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 holds for you are up to date

### **Facilities**

41. Limited power is available on site – we are working on this for the long term, but for now we will only be able to accommodate a small number of power requirements. We will restrict this to essential requirements (primarily refrigeration units)
42. There is no water supply on site. Stallholders are responsible for providing their own water
43. There are no toilet or hand washing facilities provided on site. Nearby businesses have offered use of toilet facilities for stallholders. Details will be provided in the guidance notes for stallholders. 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

## **Waste**

44. There is no centralised waste collection for the market. 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 Uplands Market. 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
45. 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
46. 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**

47. Stallholders should arrive in time to set up ready for the start of the trading period of the Market, and by 8.30am at the latest. Stallholders should not cease trading until the end of the trading period unless in extenuating circumstances and with the agreement of the Market Manager. Late arrivals may forfeit their right to a pitch where notice of late arrival is not given
48. No access to the site will be permitted to vehicles after 8.30am

## **Music and noise**

49. 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 the Uplands Market in advance
50. 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
51. Live music requires separate licensing and you cannot provide this as part of your pitch

## **Fees**

52. Stallholders will pay the fee to trade at each Uplands Market in full in advance to Uplands Market Ltd. Payments must be made by BACS or cheque and must be received two weeks prior to the date of the market for which the pitch is being booked
53. Where pitches are shared, we required a single payment for that pitch. It will be up to those sharing the pitch to nominate one stallholder to make the payment on their behalf – it will be up to that

nominated stallholder to then recoup the relevant funds from those they are sharing with. Uplands Market will not be responsible for that process. We will not accept partial payment from several stallholders contributing to the cost of one pitch

54. 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
55. 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
56. Should fees be paid late, Uplands Market cannot guarantee the availability of a pitch
57. Completion of a registration form does not guarantee a pitch – places are limited and Uplands Market will inform any applicants that it cannot accommodate
58. You can block book in advance but 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
59. Under no circumstances will pitches be let without prior payment

### **Cancellations**

60. 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
  - 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
61. Should stallholders repeatedly book and then cancel, Uplands Market reserves the right to refuse participation in future markets
62. Uplands Market 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**

63. We do not accept liability for any consequential loss, damage, delay or non-fulfilment of any agreement due to forces beyond our control. For the avoidance of doubt this includes any delays that may be caused by periods of inclement weather



64. In the event of any delay or non-fulfilment of any agreement arising from the above clause, we shall not be liable to refund any fees to you or pay you for any consequential loss or damages as a result of the delay or cancellation of one or more markets other than carrying forward any booking fee you have paid to a future suitable date

### **Marketing, publicity and signage**

65. You may affix temporary signs to your pitch covering provided that they are easily removed without damaging the 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
66. 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
67. 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

### **Other requirements**

68. Uplands Market 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
69. Stallholders agree not to do anything that would bring Uplands Market into disrepute
70. 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
71. Should any of these terms prove unenforceable, it shall not affect the remainder of the terms and conditions
72. 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
73. 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 and any of its employees/volunteers are final

**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 who may be able to help you.**