

Buxton Markets Regulations for Traders

Buxton Markets Company was established in 2015 as a Community Interest Company (CIC) owned by the people of Buxton through a membership scheme and run for the benefit of the town and community as a whole. All trading surpluses will be ploughed into developing the business and for the benefit of our local community. We welcome existing and new Traders to work with us to attract and retain customers and traders and to maintain good relationships with the bricks & mortar businesses in Buxton. To help ensure smooth operations all Traders are required to read and agree to the regulations and policies set out below.

General

1. Traders will comply with any instructions (verbal and/or written) issued by Buxton Markets (or its duly authorised officers) in connection with the use or operation of the markets.
2. Traders must complete a registration form and provide the information requested on the form. This will include a statement of the types of goods which the trader wishes to sell. If the registration is accepted, then Buxton Markets will issue a Permit to Trade which will list the goods which the trader is permitted to sell on the market. Acceptance of registrations and decisions on which goods a trader may sell are at Buxton Markets discretion.
3. Traders must have a valid Buxton Markets Permit to Trade and must show this to any authorised Buxton Markets representative on request. Traders must operate from the pitch allocated by Buxton Markets and sell only the type of goods allowed by their Permit.
4. Traders must provide contact information (address, mobile, email) to Buxton Markets and must notify Buxton Markets immediately of changes to this contact information.
5. Standard market day trading hours will be 9am to 4pm. Buxton Markets will inform Traders of any changes to the standard trading hours (e.g. for special events) in writing at least 14 days in advance of the change being implemented.
6. In this document the term 'In writing' refers to a dated letter or an email.

Type of goods sold

7. Traders may only sell or display the type of goods approved beforehand by Buxton Markets. Any request to extend or change the range of goods must be made in writing to Buxton Markets and the change may only be implemented when that request has been agreed and a revised Permit to Trade has been issued.
8. Whilst mindful of the importance of a varied product offer and to avoid excessive competition between Traders, Buxton Markets may allow any number of Traders within a category of goods to trade. Exclusivity should not be expected. Buxton Markets' decision is final.
9. No trader may sell, display or store:
 - Highly inflammable or explosive materials, fireworks, hazardous liquids, bulk gases or any substance which might be dangerous to anyone attending the market
 - Any type of weapons (the sale of kitchen knives and other bladed items is subject to the Criminal Justice Act 1988, the Knives Act 1997 and any other relevant legislation and regulations).

- Pirated or fake goods
- Pornographic or offensive materials

Health & Safety

10. Any trader permitted to sell foodstuffs must be registered with the relevant Local Authority, hold a current Food Hygiene Certificate and obey all food hygiene regulations.
11. Food Traders wishing to use gas cylinders must obtain Buxton Markets' written agreement and will be responsible for keeping them safely and preventing casual access, including holding an in date Gas Safe certificate. If cooking in a vehicle or on a stall the trader is responsible for providing appropriate fire fighting equipment.
12. Traders may not use space heaters of any type on the stall without the prior agreement of Buxton Markets.
13. Traders must comply with fire regulations required by statute and with any fire regulations and directions specified by the Buxton Markets or by the local fire authority. In particular traders are responsible for fire safety in and around their stall in accordance with Regulatory Reform (Fire Safety) Order 2005.
14. Traders will observe and comply with all regulations and all requirements of the Health & Safety at Work Act 1974 and any other regulations relating to employees of Buxton Markets or the Trader(s) so far as they relate to the market and the business the trader carries out on it.

Insurance

15. Traders must hold Public Liability Insurance and Product Liability each providing £5,000,000 cover and if employing any staff traders must hold Employers' Liability Insurance providing £10,000,000 cover.
16. Traders must provide proof of holding required insurance before they may be registered to trade on the market. Buxton Markets will note the date of expiry of insurance and Traders are required to provide proof of renewal of insurance.
17. Traders shall indemnify Buxton Markets against all costs, claims and damages arising as a result of the operation of the market.

Trader Bookings and Pitch Sites

18. Traders are asked to book and pay for a stall/pitch in advance. Traders who have not booked in advance may be allocated space but this is subject to availability on the day. See Schedule of prices and booking options.
19. Traders must ensure their stall and goods on display remain within the defined area of the pitch specified by the Markets Manager.
20. Traders who wish to connect to the electricity supply must book this in advance and pay the appropriate fee. Acceptance of such bookings is subject to availability of supply and availability of pitches/stalls sufficiently close to the supply points. All equipment connected must be new or PAT tested, traders



must provide their own new or PAT tested connector and cables, ensure all cables routed as directed by the Markets Manager and all equipment is well maintained and included in their insurance indemnity.

21. If there are one or more empty stalls on a given market day, the Markets Manager may allow adjacent Trader(s) to utilise the additional display space. Traders must not occupy these spaces without the express permission of the Markets Manager.

Stalls

22. All stalls and tarpaulins used shall be those provided by Buxton Markets unless otherwise agreed with the Markets Manager.
23. By prior agreement with the Buxton Markets traders may trade from a pitch other than a stall provided by Buxton Markets. In this event the agreement will specify how the trader will display/sell their goods (e.g. specialist display vehicle; goods displayed on the ground within defined pitch area).
24. No alterations are permitted to the stalls without the prior consent of the Markets Manager and Buxton Markets does not accept any responsibility whatsoever for any damage or injury caused by unauthorised alterations or additions to the stalls or other equipment.
25. Any defect on stall equipment must be notified to the Markets Manager immediately.

Prevention of obstruction and nuisance

26. Traders shall not place goods beyond the limits of their pitch as allocated by the Markets Manager. They shall do nothing which causes an obstruction within, or in the areas adjoining, the market.
27. A vehicle specially constructed or adapted and used for the sale of goods may, by written agreement of Buxton Markets, be positioned on the site allocated by the Markets Manager. Any such vehicle must be in place one hour before the trading hours of the market on that day and must remain in place until the close of trading that day. Permitting late arrival or early departure (e.g. in the event of particularly severe weather) is at the discretion of the Markets Manager.
28. Traders may bring a vehicle onto the market only for the purpose of loading and unloading. Any such vehicle shall not cause an obstruction or nuisance to the public, to other stallholders or to occupiers of premises adjoining the market. Such vehicles shall not stand for longer than is reasonably necessary to load and unload and shall in any case be clear of the market one hour before trading commences and shall not return before trading finishes for the day (usually 16:00). Any such vehicles must be taxed and insured.
29. Traders may apply to park a vehicle in one of a limited number of designated locations for the duration of the market. Any such vehicle must be in place one hour before trading commences for the day and must remain in place until trading finishes for the day and a safe exit route has been cleared. Buxton Markets reserves the right to withdraw this facility from an individual Trader, or from the entire market, if in its opinion there is a safety risk, it is detrimental to the appearance or ambiance of the market or it is in any way detrimental to the efficient operation of the market. Any vehicles brought on to the market must be taxed and insured. Traders parking in one of the designated parking locations must provide proof of insurance and the details will be recorded by Buxton Markets.

30. Trader vehicles that have not been booked into a designated pitch as per 27 or 29 above must be parked off site responsibly and at the owner's risk. Buxton Markets cannot take responsibility for finding parking spaces or for the security of vehicles or their contents at any time.

Litter and waste disposal

31. Traders shall keep their stalls, the area below and behind their stalls and the areas adjoining their stalls clean and clear of litter. They shall not allow any items from their stalls to litter any part of the market.
32. Traders shall deposit all refuse and waste in the bags or receptacles provided by Buxton Markets at the location specified by the Markets Manager, or take it away for safe and responsible disposal elsewhere.
33. Each Trader shall ensure that before he/she leaves the market all refuse and waste is removed from the area occupied by the Trader and the stall and surrounding area are cleaned to the satisfaction of the Markets Manager. No goods, boxes, crates or litter of any kind shall be left on the pitch.

Conduct / Behaviour

34. Traders are expected to conduct themselves in a polite, business-like and professional manner at all times.
35. Buxton Markets will not tolerate abusive, aggressive or threatening behaviour, rudeness, racism or sexism to customers, members of the public, other Traders, or Buxton Markets employees and their representatives. Any such behaviour will result in the Trader having their Permit to Trade on Buxton Markets revoked.
36. Disputes between Traders may be settled at the Markets Manager's discretion and may result in one or more Permits to Trade being revoked. The Markets Manager's decision shall be final.
37. Traders are not to cause or permit any public or private nuisance in or upon the stall, nor do anything which shall cause annoyance or disturbance to the general public, to other Traders or to Buxton Markets or its staff.
38. Traders must not do anything which will cause a risk to the health and safety of the general public, other Traders, Buxton Markets' staff or themselves.

Charity / Community group stalls

39. One stall per market will be provided to a charity or local community group at a discounted rate.
40. Any charity or local not-for-profit community group may apply for a discounted stall. Buxton Markets will take reasonable steps to ensure that these stalls are allocated on a fair basis. No organisation may be allocated more than two such stalls per year.

Booking & Payments

41. Bookings should, if possible, be made in advance in writing with the Markets Manager via email or paper booking form.
42. Bookings will only be accepted subject to full payment in advance of the market, or on the day. No Trader will be permitted to carry forward any unpaid or partly paid debts from week to week.



43. Advance payments should be made via electronic transfer to Buxton Markets CIC Account No. 65785302 Sort Code: 08-92-99 using the payment reference provided by Buxton Markets. Payment by cheque is acceptable but may delay the processing of your booking. Cash payments will not be accepted for advance bookings. Payments may be accepted on the day of the market and must be made by cash or cheque as soon as requested by the Markets Manager. Payment on the day may be requested before the start of trading or at a later time at the Market Manager's discretion.
44. Traders may apply to the Markets Manager for a stall/pitch on the day of a market prior to the start of the market. If offered a stall/pitch the Trader must pay by cheque or by cash as soon as requested by the Markets Manager.

Complaints

45. Any complaints should be raised in the first instance with the Markets Manager. If the complaint relates to the Markets Manager then it may be raised with the Directors by email to jestruch@buxtonmarkets.co.uk or phoning 07785 287 917.

Failure to comply with one or more of these policies and regulations may result in the Trader being required to leave the Market Place. It is entirely at the discretion of Buxton Markets CIC, or its authorised representatives, to allow a Trader to operate or to require a Trader to leave the market. The decision of Buxton Markets CIC shall be final.

Schedule of Fees

Standard fee rates are:

Standard 10ft x 4ft stall	£20
Additional 10ft x 4ft stall for same trader	£10
Stall back sheet	£2
Stall side sheet	£1
10ft x 8ft pitch (no stall)	£20
Specialist trading vehicle up to 4m length	£25
Specialist trading vehicle over 4m up to 6m	£35
Pitch for trader's own specially adapted stall (up to 3m x3m)	£30
Designated on-market parking	£5
Charity / community group stall (1 per market)	£Free of Charge (supported by Bingham Trust)
Use of electricity supply (per connection per market day)	£10

Regular trader incentive:

- Trade on 5 consecutive Tuesdays and get the 6th Tuesday half price.
- Trade on 5 consecutive Saturdays and get the 6th Saturday half price.

Only bookings made and paid for in advance will benefit from the discounts. Traders who turn up on spec pay the full standard fee.

Non- standard pitches may be arranged by agreement with Buxton Markets and will be individually priced.