

# West Kirby Farmers Market 2013 Terms & Conditions



## DEFINITIONS:

### Primary producer

Primary produce is that which has been produced by farmers/growers and has spent at least 50% of its life on the producer's farm or rented lands. Home baking/preserves is acceptable as primary produce as long as a main ingredient is produced on the producer's farm/land.

### Secondary producer

This is produce that has been produced within the premises of a producer from local primary ingredients or provides sufficient added value and is approved by the West Kirby Farmers Market Committee.

## GOODS

1. All produce and products must be locally sourced, grown or produced from, wherever possible, within a 50 mile radius of the market
2. Only good quality wholesome food should be sold.
3. Only certified organic produce can trade under the "organic" label.
4. Only those goods detailed on the application form may be displayed for sale on your stall. You will be asked to remove any additional goods. If you wish to modify your range please submit a new application form.

## APPLICATIONS

1. All applications must be made on a current West Kirby Farmers Market application form, they will be reviewed at the next monthly committee meeting and you will be informed by email of the results.
2. Telephone applications are not acceptable
3. This application is valid until the end of 2013.

4. Stall allocations will be reviewed on an annual basis (with re-application normally in September each year, to commence in January).
5. Future applications to trade, in the first instance, will be accepted from traders currently trading continuously. Applications from traders not trading continuously will only be accepted subject to space/stalls being available.
6. All traders must hold valid insurance and relevant Health and Safety certification, copies must be supplied before trading and updated on an annual basis.

## MARKET TRADING

1. Stalls are paid for a month in advance and all fees are collected at the market with payment by cash or cheque only. All stall charges are non-refundable.
2. Positioning of stands and allocation of stalls is at the discretion of the market manager. The final allocation is designed for the overall benefit of the market and is final.
3. If you do not receive an acknowledgement of payment and receipt of moneys sent, within 28 days, please contact us.
4. Under no circumstances may space booked be sublet.

## CANCELLATIONS

1. Failure to attend an event, without prior cancellation, or bona fide explanation within 48 hours of the market, will result in cancellation of all future bookings without refund.
2. A producer can miss one market per year for holidays etc. and must inform the Market at least

4 weeks in advance wherever possible. In addition a producer can have one unauthorised absence (sickness etc.) but should inform us ASAP. One further absence will result in an official warning of termination and a further absence will result in the trader's spot being offered to a new trader. The trader may re-apply through the usual channels.

3. If an event has to be cancelled, interrupted or curtailed due to circumstances beyond the organiser's control, the organisers shall not be liable to make good any loss incurred by any party booked for the market.

## TRADING TERMS

1. The stall will consist of a 2m frontage, and you may apply for multiple spaces paid for at the appropriate rate. This is your total area for display/demonstration & may be used in the most effective way for your work. Any additional display items must be positioned within this stall area & must not obstruct your own access or pedestrian walkways.
2. All traders must have unloaded & parked their vehicles in the designated area by 8.30am. Vehicles must be parked in this area as soon as unloading is complete & **before** the display is set up.
3. All refuse must be placed in bin bags or boxes and taken away by each trader at the end of the market.
4. Stalls are reserved until 8.30am only, after which time stalls not occupied may be reallocated.
5. Trading times are 9:00am to 1:00pm. No stall shall be vacated prior to the closing of the market without prior permission from the Market Manager. Please do not disrupt the market by packing up before the official closing time.

6. All traders must comply with the Food Safety (General Food Hygiene Regulations 1995, & the provisions of the Food Safety Act 1990).
7. Traders shall comply with all current and future legislation, notices, orders, discretions, bylaws & others of all Government & Local Authorities or Agents or other bodies having statutory powers & shall comply with all restrictions, directions & conditions lawfully imposed by any public authority having statutory power.
8. Stall charges are set by the event management and increases to these are at the management's discretion with prior notice being given to the traders. Application for an alcohol license will be made by the trader(s), but the charge for this will be borne by WK Farmers' Market.
9. Traders must comply with all reasonable directions of the market manager for the management, control & conduct of the Market.

#### **STANDS AND DISPLAYS**

1. Please supply neat and tidy covering for your stalls which should reach the floor at the front. Packaging under your table **MUST NOT** be visible to the public and must not be directly on the floor. Failure to comply with this may result in cancellation of all future bookings.
2. Traders should display their business name and address, preferably including a map of where the products were grown/produced.
3. Traders selling meat or other temperature sensitive goods must display their produce in accordance with current Health and Safety legislation.
4. Any special requirements should be discussed with the organisers before applying and you

should indicate your requirements on your application form.

5. Use of dangerous materials or equipment is strictly prohibited at the market
6. Please ensure that your area is kept clean and tidy during the event and that your area is left clean and all debris removed or suitably disposed of at the end of the day.
7. Traders are responsible for establishing that equipment provided (tables/stalls) is suitable for goods displayed. Any faults discovered with the equipment provided should be drawn to the attention of the Market Manager immediately.

#### **ELECTRICITY**

1. Electricity is not generally available at the market. The requirement for an electrical supply must be requested in advance using the booking form.
2. Where electricity is made available, the maximum amount of electricity you may draw is 300 watts per basic stall. The use of high powered halogen lights is regarded as dangerous and unnecessary. If you exceed this limit you will be asked to reduce or disconnect due to overloading, which causes considerable problems to other exhibitors. Please assist by bringing your own extension leads and multi panels,
3. The use of kettles, coffee percolators, heaters, radios, records or any similar equipment during the market is strictly forbidden. If you rely on electricity for computerised machine or weighing scales etc then you should arrange your own emergency back up.
4. All mobile food concessions must provide their own source of electricity.

#### **LIABILITY**

1. To comply with the "Electricity at Work Act 1989" – all electrical equipment including light fittings, extensions, leads and working tools should be tested for electrical safety and a certificate of compliance obtained. Should an inspector attend an event and find any uncertified electrical equipment he/she has the right to prevent that electrical equipment from being used. It is the trader's responsibility to ensure that equipment is tested and certificated annually.
2. The trader will be liable for any loss or damage occasioned to the fabric of the stall, site or any equipment therein or injury to other persons, as a result of their negligence.
3. The organisers cannot be held responsible for the well-being of stall holders or persons whilst travelling or during the event. All traders must have their own insurance for Public Liability and are strongly advised to have cover for themselves and their stock whilst at the market and in transit.
4. The distribution of leaflets or other documents on behalf of persons or events who are not traders with The Farmers Market is not permitted without prior arrangement with the organiser.
5. The market management reserves the right to substitute, waive or change without notice, any details of the market, or booking conditions and procedures.
6. The Market Operator shall not be considered liable for damage to stock and/or supplementary equipment used by the trader which has been damaged due to adverse weather conditions.
7. Failure to comply with ANY of the above conditions and procedures may result in cancellations of all future bookings.