



CAMBRIDGE CITY COUNCIL

ALL SAINTS GARDENS ART & CRAFT MARKET

TERMS AND CONDITIONS OF TRADING



ALL SAINTS GARDENS ART AND CRAFT MARKET

The All Saints Gardens Art and Craft Market is run by Cambridge City Council and has been part of their market portfolio for over forty years. It provides the opportunity for local Artists and crafts people to exhibit in a delightful open-air setting just opposite Trinity College.

The ethos of the market is “We Make What We Sell” and provides a very special opportunity for customers to meet the Artists and Makers, discuss their work, and to buy unique products from the Maker. To ensure that the character of this market is maintained only genuine Artists and Makers are permitted to trade. The market has 34 Stalls and all goods are original and not mass produced.

These terms and conditions of trading govern the use of stalls in the market by Traders. Any Trader who fails to abide by these terms and conditions may have their licence terminated by the Council or otherwise be refused a Stall on the market.

Cambridge City Council may change these terms and conditions at any time in the future upon giving four weeks written notice to Traders. Prior to changing these terms and conditions the Council will consult with Traders and consider any representations made.

All Traders will be given a copy of these terms and conditions. Any Trader who commences trading agrees to abide by these terms and conditions which will also be available on Cambridge City Council’s website.

1. DEFINITIONS

“All Saints Gardens Co-ordinator”	means the person appointed by the Council to carry out various functions in connection with the Market.
“Market”	refers to the All Saints Gardens Art & Craft Market that takes place on All Saints Gardens.
“Trader”	means the individual artist or maker who has signed a licence to operate on the Market and who offers goods or services for sale from a Stall on the Market.
“Licence”	means the permission granted to a Trader so that they are able to trade on the Market granted in accordance with, and subject to, these terms and conditions
“Market Management Team”	refers to the person or team advised to Traders from time to time by Cambridge City Council.

- “Trading Day” means a day on which the market is open for trading.
- “Market Hours of Operation” means the hours of operation set out in clause 2.1
- “Severe Weather” means a severe weather warning for Cambridge on the Met Office website www.metoffice.gov.uk - telephone number 0370 900 0100.

2. GENERAL

- 2.1. The Market’s Hours of Operation will be between 10am and 5pm on each Trading Day unless otherwise advised by the Market Management Team.
- 2.2. In order to be able to trade on the market, a Trader must hold a valid Licence detailing the goods permitted to be sold.
- 2.3. The Licence is personal to the Trader and is not capable of transfer.

3. PRODUCT LINES AND PRODUCT LINE EXTENSIONS

- 3.1. Traders may only sell the product line set out in their Licence.
- 3.2. The Market Management Team will allocate product lines to vacant Stalls as it considers best for the Market.
- 3.3. The Market Management Team may accept product lines that compete with existing Traders.
- 3.4. The Market Management Team reserves the right to decline any application for licence to sell a particular product; for example, if it considers that any particular craft or line will be over-represented on the Market.
- 3.5. Traders may only extend or change product lines by requesting that their Licence be amended to accommodate that change.
- 3.6. If a request to change is granted, the old Licence will be cancelled and a new one issued subject to payment of the appropriate amendment fee.
- 3.7. The Trader can only make changes to their Product Lines when the new Licence becomes effective.

4. STALL APPLICATIONS AND NEW STALL ALLOCATIONS

- 4.1. The Market Management Team will consider the applications for vacant Stalls using the following criteria:
 - 4.1.1. the need for the particular craft stated on the application and for preserving a proper balance of crafts on the market.
 - 4.1.2. the conduct of the Trader, including any failure to comply with these terms and conditions or any legislation or byelaws relating to the market.
- 4.2. Applications for new or additional Stalls or changes or extensions to Product Lines will not be considered whilst the applicant is:
 - 4.2.1. in arrears with any payments connected with their licence or fees; or,
 - 4.2.2. otherwise in breach of these terms and conditions.
- 4.3. No new Licences will become effective until the Licence Agreement has been signed and returned to the Market Management Team.
- 4.4. Licence Agreements not signed within 7 days of issue will be withdrawn and the Stall made available for re-allocation.
- 4.5. All unsuccessful applicants for Licences or product line extensions will be advised in writing with reasons.

5. PAYMENT OF STALL FEES

- 5.1. Stall fees and other charges are determined by the Council, and will be notified to Traders in writing once approved by the Council.
- 5.2. The Council will usually review all Stall fees and other charges annually but may do so at different intervals.
- 5.3. The Council will notify Traders of any review and will consider representations made by Traders.
- 5.4. When the Council has decided to change fees and/or charges it will give Traders a minimum of 4 weeks written notice prior to the date when the charges come into effect.
- 5.5. Traders will be charged monthly in arrears. All charges must be paid within the terms indicated on the invoice sent.

- 5.6. New Traders licenced to operate after 1st April 2018 may only pay their Market invoices by direct debit. Failure to do so will be subject to disciplinary procedures detailed in clause 20. At their entire discretion, in exceptional circumstances, the Market Management Team may allow an alternative method of payment.
- 5.7. Any Trader in arrears with their fee will be subject to the disciplinary procedures detailed in clause 19.
- 5.8. The Market Management Team may suspend any Trader who is in arrears of more than 4 weeks Stall fee.
- 5.9. Except where the Market Management Team has waived the Stall fee under 7.4 or 12.1 below, all Traders must pay their Stall fee irrespective of whether they attend the Market.
- 5.10. In Severe Weather, Traders who do not attend the Market will not be charged for that day or day(s) provided that they are not in arrears with their Stall fee.

6. TRADING ARRANGEMENTS

- 6.1. Traders wishing to operate on the market on a Saturday must request a Stall by contacting the Market Management Team on:

market.management@cambridge.gov.uk

or in writing to:

Market Management Team, PO Box 700, Cambridge. CB1 0JH

which must be received by 5pm of the preceding Tuesday (four days before the trading date).

- 6.2. Traders requesting a space to trade on Saturdays after the time laid out in 6.1 will not be accommodated.
- 6.3. Traders will be charged on receipt of their request to trade on Saturdays.
- 6.4. The Market Management Team will provide the All Saints Gardens Co-ordinator with a list of Traders eligible to operate on Saturday by 5pm on the preceding Wednesday (three days before the trading date).

- 6.5. The All Saints Gardens Co-ordinator will allocate positions on the market to eligible Traders as appropriate. In the absence of the All Saints Gardens Co-ordinator, the Market Management Team will fulfil this role.
- 6.6. Traders are not entitled to operate on the market on Saturdays without the written authority of the Market Management Team. Requests will be dealt with on a first come, first served basis.
- 6.7. When all Traders have arrived, the All Saints Gardens Co-ordinator will allocate as appropriate any space that is not in use, providing no obstruction is caused to any other trader.

7. ABSENCE FROM THE MARKET

- 7.1. If a Trader is absent the Council may re-allocate their Stall(s) to another Trader.
- 7.2. Traders who have requested a position to trade, which has been confirmed in writing or by e-mail by the Market Management Team, will be charged the full fee, whether or not they trade.
- 7.3. Unless agreed in writing by the Market Management Team, a continued absence from the market of four consecutive weeks, not including the period 25th December to 31st January, will result in a Trader's licence being automatically withdrawn. Affected Traders would have to reapply to operate in the market.
- 7.4. Any Trader unable to attend the market due to unforeseen circumstances must notify the Market Management Team in writing as soon as possible. The Market Management Team may in their absolute discretion waive the Stall fee.

8. CONDUCT

- 8.1. Traders are responsible for their own conduct and that of anyone working on or in connection with their Stall at all times while they are on the market.
- 8.2. A breach of these terms and conditions by anyone working on or in connection with a Trader's Stall will be deemed to be a breach by the Trader.
- 8.3. Traders are responsible for complying with all legislation and regulations that apply to the individuals they employ or engage.
- 8.4. Traders and those working with them must not:

- 8.4.1. Use abusive or bad language, shouting or intimidating behaviour.
 - 8.4.2. Discriminate against anyone on the grounds of age, gender, race, sexual orientation, disability, gender reassignment, religion or belief.
 - 8.4.3. Use or permit the use of illegal substances on the market.
 - 8.4.4. Smoke within the confines of any Stall canopy on the market.
 - 8.4.5. Hawk or carry goods about for sale.
 - 8.4.6. Use Stalls for any purpose other than trading.
 - 8.4.7. Pitch or call out goods for sale.
 - 8.4.8. Sell animals on the market.
 - 8.4.9. Cause or encourage any nuisance or annoyance to the public or other Traders or occupiers of property in the vicinity of the market.
 - 8.4.10. Make any noise or play music that is considered by the Market Management Team to be a nuisance or inconvenience to other Traders, customers or local residents.
- 8.5. Animals (other than Assistance Dogs) are not permitted on the Stall without the written agreement of the Market Management Team.
 - 8.6. Traders must comply with every reasonable instruction asked of them from time to time by any member of the Market Management Team either in person or in writing.

9. INSURANCE

- 9.1. Traders must have current third party public liability insurance with a minimum coverage of £5,000,000 (FIVE MILLION POUNDS) and must:
 - 9.1.1. display their policy of insurance on their Stall; and,
 - 9.1.2. provide evidence to the Council of the insurance on request.
- 9.2. Traders who are responsible for employees must also hold Employers Liability Insurance with a minimum level of cover of £5 million.

- 9.3. Traders not displaying evidence of insurance or providing evidence of their insurance as required by clauses 9.1 & 9.2 will not be permitted to trade until this has been rectified; when a Trader does not provide evidence of valid insurance within fourteen days will have their licence automatically withdrawn.
- 9.4. Traders must notify the Market Management Team of any changes or renewal in insurance and provide copies on request.

10. INDEMNITY AND COST OF DAMAGE

- 10.1. Traders will indemnify the Council against all costs, claims and damages arising from their use of the Stall, or any other facility provided by the Council in respect of the Market operation.
- 10.2. The Council reserves the right to charge any market Trader the full cost of repair or renewal to any council property related to the Market where in the reasonable opinion of the Council the Trader or anyone working with the Trader has caused the damage.

11. HOURS OF OPERATION

- 11.1. All Traders must ensure that their Stall is suitably manned throughout the market Hours of Operation and is open for trade.
- 11.2. Traders who fail to take their allocated position by 9.30am may not be permitted to trade on that Trading Day unless prior arrangement is made with the Market Management Team; no refund of Stall fees will be paid in these circumstances.
- 11.3. The Council may re-allocate the Stall for any absence to another Trader.
- 11.4. The parking bays directly outside the market are for loading/unloading only. Once Traders have unloaded, vehicles will need to be moved elsewhere as parking is not allowed outside the market.
- 11.5. No vehicles are to be driven in or left directly outside the market without the prior written permission of the Market Management Team.
- 11.6. All Traders must vacate the market by no later than 6pm.

12. CLOSURE OF THE MARKET

- 12.1. The Market Management Team shall have the right to close the market at their absolute discretion if they consider this to be necessary on the grounds of public safety. If a Trader is unsure whether the market is open it is their responsibility to contact the Market Management Team before starting his or her journey.

13. WORKS AFFECTING THE MARKET

- 13.1. Whenever possible, Traders will be given prior notice of maintenance and other work on and around the market which could affect their trading activities.

14. OBSTRUCTION

- 14.1. When loading/unloading their vehicles, all Traders shall cause as little obstruction and inconvenience to the general public, other Traders or the Council's employees and contractors as possible. In particular Traders must comply with such requirements as the Market Management Team deems necessary.

15. STALLS

- 15.1. All Saints Garden is a unique location and as such it is not possible for all stalls to be of a uniform size or shape.
- 15.2. Traders will be allocated a three metre frontage for their Stall.
- 15.3. Frames over 3m wide will not be permitted onto the market without prior written permission of the Market Management Team.
- 15.4. Traders must not place or cause any goods to be placed on any Stall or space such that they encroach or extend beyond the boundaries of the Stall unless they have the written permission of the Market Management Team.
- 15.5. Consideration must be given at all times to ease of access for all users of the market.
- 15.6. Traders may only use 'A' boards if the boards are wholly contained within the boundary of the Stall and subject to any requirements of the Market Management Team.
- 15.7. It is strictly prohibited to extend stalls onto the public highway. Wilful obstruction of the public highway is a criminal offence under S.137 of Highways Act 1980.

- 15.8. Traders must ensure that any back or side sheets they supply shall be kept in good and clean condition at all times.
- 15.9. Traders must not leave any goods, articles or equipment other than boards on the market after Market Hours of Operation without the prior written consent of the Market Management Team, this includes any lights and shelving.
- 15.10. Any Trader's property left on the market after the market has closed is at the individual Trader's own risk.
- 15.11. The Council will provide and maintain tables.
- 15.12. The market tables are the property of Cambridge City Council and must not be removed from the market at any time.
- 15.13. Traders may use a maximum of 2 tables per Stall subject to there being sufficient supply available, these must be used for display purposes only and not, for example, as windbreaks or flooring.
- 15.14. Traders must return all market tables to the table store at the end of each trading day

16. IDENTITY

- 16.1. Traders must provide and display in a prominent and visible location on their Stall, a legible, well presented sign of a minimum A4 size showing their trading name. This sign must remain in position throughout the trading day.
- 16.2. Traders must register their permanent addresses, date of birth, National Insurance number, e-mail address and contact telephone number with the Market Management Team who must be notified of any changes.
- 16.3. It is the Trader's responsibility to ensure that their details are accurate and up to date.
- 16.4. A Trader not providing evidence, upon request by the Market Management Team, of evidence of the above will not be permitted to trade. If this evidence has still not been provided after fourteen days, the Trader will have their licence automatically withdrawn.

17. GAS CYLINDERS

- 17.1. The use of LPG/pressurised cylinder(s) will not be permitted without the prior written consent of the Market Management Team and permission will be subject to such conditions as the Market Management Team may require.
- 17.2. All Traders using bottled gas must provide a controllable discharge type, dry powder fire extinguisher situated near the appliance, displaying a current test approval. Paraffin appliances will not be permitted.
- 17.3. All LPG/pressurised cylinders shall be stored outside any Stall, vehicle or building connected to the appliance via securely fixed metal piping or armoured flexible piping. Only cylinders using pressure relief valves will be allowed which must be positively secured in the upright position.
- 17.4. All LPG/pressurised cylinders not in use must be stored upright in the open air away from any fixed or temporary source of ignition, with suitable hazard warning signage provided, complying with the Health and Safety (Safety Signs and Signals) Regulations 1996.

18. HEALTH AND SAFETY

- 18.1. Traders must comply with directions issued from time to time by the Council with a view to maintaining or improving the health and safety environment on the Market. Traders must, in particular, have regard to the approved risk assessment, a copy of which can be obtained from the Market Management Team.

19. DISCIPLINARY CODE

- 19.1. The following procedures relate to any breaches of these terms and conditions of trading on the General & Sunday Market which will be dealt with in accordance with the procedures laid out in Clauses 19. and 20.
- 19.2. The procedure will normally be:
 - 19.2.1. For a first breach, a verbal warning will be given, a note of which will be placed on the Council's file.
 - 19.2.2. For a second breach, a written warning will be given and will be recorded on the Council's file.

- 19.2.3. For subsequent breaches a Trader's licence may be suspended or terminated.
- 19.3. In cases of alleged serious misconduct, a Trader's licence may be suspended pending the hearing and the determination of any appeal.
- 19.4. If a Trader does not comply with a suspension then this will be taken into account as part of any disciplinary proceedings.
- 19.5. Disciplinary action beyond a verbal or written warning will not be taken without a hearing apart from a precautionary suspension.
- 19.6. Hearings will be held by the Head of Environment Services or any other officer authorised to do so and will be held on at least three working days' notice.
- 19.7. At the hearing oral and written evidence can be presented and cross-examination may take place in accordance with the principles of natural justice.
- 19.8. The Council may, in appropriate circumstances, proceed by way of a written warning, suspension or termination even for the first breach.
- 19.9. All breaches will remain on the Trader's record (as held by the Council) for a minimum period of twelve months.
- 19.10. In the event of continued breaches or serious misconduct a Trader's licence may be terminated.
- 19.11. A termination or suspension will not normally take effect until after any appeals procedure has been completed. However, the Council has discretion to proceed as it thinks fit having regard to all the circumstances of the case and the nature of the breach.
- 19.12. Examples of conduct which may, following a hearing in accordance with Clause 19.6, justify termination of a licence are:
- 19.12.1. Serious misconduct or dishonesty;
- 19.12.2. Assaulting a member of the public, a Council Officer or another Trader;
- 19.12.3. Verbal abuse, harassment, intimidation, discrimination or bullying towards the public, Council Officers or other Trader(s);

- 19.12.4. In the reasonable opinion of the Head of Environment Services, the Trader brings the Market into disrepute;
 - 19.12.5. The Trader has been convicted of selling counterfeit products or has received a formal caution, formal warning or such other similar measure from the Trading Standards Service or any other Enforcement Agency;
 - 19.12.6. The Trader has persistently failed to make payment of the licence fee within any specified time limits; or,
 - 19.12.7. The Trader has failed to comply with the health and safety legislation affecting the Market site or any health and safety requirements notified to the Trader by the Council.
- 19.13. Notwithstanding the above any Trader who does not pay the Stall fee, when present on the Market, in the matter described in Clause 7 will not be permitted to attend the Market until the fee has been paid.

20. APPEALS PROCEDURE

- 20.1. A Trader who is issued with a warning, suspended or whose licence to trade has been terminated may appeal in writing to the Council's Strategic Director (or such other officer as the Council appoints) within 5 working days from, but not including, the day the trader is notified of the decision against which they wish to appeal.
- 20.2. The decision of the Strategic Director or other appointed officer shall be final in all respects.
- 20.3. In considering any appeal the Strategic Director or other appointed officer will have regard to any relevant documentation and may interview such persons, including the Trader in question, as he/she considers appropriate.
- 20.4. The result of the appeal and the reasons for the decision reached will be conveyed in writing to the registered address of the Trader.

21. Information and Complaints

- 21.1. The Market Management Team is part of the Council's City Centre Management Service, within the Environment Directorate. The Market Management Team reports to the Head of Environment Services.

- 21.2. City Centre Management is part of the portfolio of the Executive Councillor for Environmental Services and City Centre. The City Centre Management Service reports to the Council's Environment Committee.
- 21.3. If you have a problem or complaint with regard to management of the market that the Market Management Team cannot help with, you should first contact the Council: complaints@cambridge.gov.uk
- 21.4. Cambridge City Council does not accept any liability for injury or accident caused by a Trader's product or exhibit, loss of profits, or for damage or theft of a Trader's stock.

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