



SHEPTON MALLET
SUNDAY
MARKET

Terms And Conditions

Black Sheep Events CIC

Updated: September 2023

By trading at Shepton Mallet Sunday Market, traders agree to comply with the following Terms and Conditions.

APPLICATIONS

1. Applications for places at the markets must be made in advance and include relevant documentation. An application is not a guarantee of a placement.
2. Traders requiring electricity must complete an Electrical Usage Request Form and abide by the terms and conditions of usage.

COMMUNICATION

3. Stallholders should communicate with Black Sheep Events CIC by email at hello@sheptonmalletsundaymarket.org.uk unless it is the day of the market when telephone communication is preferred, particularly in the event of non-attendance. A list of contacts is provided in your Trader Pack.
4. Traders should check with management for any changes they wish to make to their offering before introducing it at the market. This is to ensure no overlap with other traders' or local business' activity.

GAZEBOS AND STRUCTURES

5. All goods must be stored, exhibited, or exposed for sale within the defined area of the pitch only. Goods will be allowed to drape the front of the stall, providing they are hung from the equipment that is within the confines of the stall area. Such goods must be flush to the stall edge.
6. Traders are not permitted to encroach on the aisles in a way which impedes pedestrian movement around the market or presents a safety hazard or which may be detrimental to the efficient operation of the market.
7. Food traders must place suitable ground protection within the area of their stall to protect the surface from damage caused by spillages, this should be placed flat on the floor, reducing trip hazards. For stalls that use fryers, or barbecues, rubber matting is required for extra protection.

8. A charge of up to £300 will be applied by Black Sheep Events CIC for the area where cleaning is required from staining caused by a market stall. Somerset Council reserves the right to increase this charge in exceptional circumstances.

PRE-ERECTED GAZEBOS

9. A small number of pitches are available with pre-erected 2m x 2m gazebos, owned by Black Sheep Events CIC.
10. Once supplied, the gazebo including any weights and straps, should not be altered, added to, tampered with, or moved in any way as this may render it unsafe. If the structure becomes unsafe due to tampering or changes made by the trader, the trader will be responsible for any damages or injuries.
11. All weights will be counted in and out with any shortages charged to the trader.
12. All traders are responsible for maintaining the stall and its fittings in a clean condition. If the equipment is not left in the same condition, cleaning charges may apply.
13. For the safety of all concerned, traders will not be allowed onto a market site while the gazebos are being erected. Completion will be declared by the Safety Manager.

TRADER-OWNED GAZEBOS

14. Traders are permitted to bring their own gazebos or other structures but these must be of professional grade. Unsuitable or unsafe structures will not be permitted and no refund of pitch fees will be issued. The decision of the Safety Manager is final.
15. Pitches are 3m x 3m, except for vehicles or by prior agreement.
16. It is essential that gazebos are weighed down and able to withstand windy conditions. One 12.5kg weight per leg is required, regardless of wind speed. Metal weights are preferred although sand filled bag weights will be accepted provided they are of the same weight.
17. When wind speeds are forecast to exceed gusts of 26mph, traders are required to double the weights on their structure, providing a minimum of 24kg per leg.
18. When wind speeds are forecast to exceed gusts of 40mph, no gazebos or structures will be permitted. The market may continue to trade, at the decision of the Market Manager.
19. When a red weather warning is forecast, the market will be cancelled.
20. Weights must be correctly placed on gazebo feet with the slots facing out at diagonal angles, so that the maximum amount of the gazebo foot is covered. This ensures that the gazebo cannot slip out from under the weights if pushed by high wind speeds. Any weights that don't fit correctly must be securely attached to the gazebo.

21. Where traders have heavy structures as part of their set up, e.g wooden frontages, this will be accepted as an alternative to weights on gazebo legs, providing the structure is securely attached to the gazebo. Clips, cable ties OR bungee ropes are acceptable.
22. Any Traders arriving without weights will not be allowed to set up and there will be no refund on the pitch fee.
23. Where traders operate from vehicles, these must meet a high standard of presentation which will be assessed at application stage.

FOOD & DRINK HYGIENE

24. All food and drink traders must have attended food hygiene training and have a valid certificate, and be registered with their local authority.
25. Traders are required to adhere to the Food Standards Agency's guidance on personal hygiene.
26. Food & drink traders are required to have hand wash facilities on their stall, and hand sanitiser.
27. Food and drink traders are required to have an allergens list for each dish they serve, along with a visible and clear notice on their menus. 'Please let us know if you have any allergies or special dietary requirements'.
28. Traders selling alcohol must arrange their own TEN (temporary events notice) and provide documentary evidence to the market in advance and at the market.

ELECTRIC & GAS SAFETY

29. It is the traders responsibility to ensure that all electrical equipment is in good working order and is regularly tested. Up to date PAT certificates are needed, any uncertified appliances cannot be used. PLEASE NOTE: Any brand new equipment less than 12 months old do not need a PAT certificate, however proof of purchase will be needed.
30. It is the traders responsibility to ensure that all gas appliances are regularly checked and carry the necessary certification, any uncertified appliances cannot be used.
31. Any concern about a traders' equipment will be raised and a resolution sought, which may include trading without the use of certain appliances. If no resolution can be found and the trader is unable to trade, pitch fees will not be refundable.
32. Electricity connections will consist of one 16amp outdoor plug at the location of the stall pitch. Traders must bring their own 16amp - 13amp adaptor and extension cables as required.
33. 13amp plug boards or other connections must be kept in a dry location within the stall.

34. All traders using electrical or gas appliances are required to have suitable fire-fighting equipment whilst trading, and be familiar with its operation. Fire Hazard Analysis will be required and must be sent to hello@sheptonmalletsundaymarket.org.uk before first trade.

SET UP & PARKING

35. Traders will each be allocated with a time slot to set up from 7am. Vehicles must be moved from the market area at the end of this time slot.
36. The recommended parking locations are detailed in the Trader Pack.

BOOKINGS AND PAYMENT

37. Pitch fees are invoiced via email (please make sure you check your junk folders in case they're missed, giving a minimum of 7 days for payment).
38. The pitch fee includes a non-refundable £10 admin fee.
39. Where payment is not received by the due date, a prompt will be issued giving 24 hours for the payment to be made. If payment is not received within 24 hours, a late payment charge of £10 will apply.
40. Any pitch not paid for by the required deadline and where no contact has been received will be offered to another trader. The trader who has not paid will still be liable for the £10 admin fee even if another trader is found. If no replacement stall is found, the trader who has not paid will be liable for the pitch fee in full.
41. The Market Manager reserves the right to change the allocation of pitch positions for the overall benefit of the market. Pitch allocations shall be made taking into account the type of goods the trader is selling. Where a trader refuses to accept the trading location offered they will be requested to leave the market and considered to be absent on that day. The Market Manager reserves the right not to allocate a trading position even if it is vacant.

CANCELLATION

42. Traders must give notice of cancellation of a paid booking a minimum of 2 weeks in advance. In this instance, a refund will be made minus the £10 admin charge.
43. Where less than 2 weeks notice is given, the pitch fee will be refunded minus the £10 admin charge if a replacement stall can be found by us. However, there will be no refund if a replacement cannot be found.
44. Black Sheep Events CIC reserve the right to cancel the market or to reduce the size of the market when it is considered that it

would be unsafe to proceed due to weather conditions or any other circumstances.

45. In windy conditions, when it is deemed that the market can safely proceed with double weights, any trader who does not have sufficient weights will not be able to trade and will receive a 100% credit note towards the traders' next booking.
46. In the event of a market being cancelled due to weather conditions, 100% of the pitch fee will be used as credit against the traders' next booking.
47. Where a reduced market is required due to windy conditions, traders who have vehicles will be able to trade unless the market is cancelled completely. Any trader booked to trade from a vehicle who cancels, will not receive a refund.

TRADING TIMES

48. Trading hours are 10am to 3pm. Stallholders must be ready to trade by 9:30am.
49. Stalls must remain in situ until the end of the market. Some packing up of equipment within stalls prior to this time may be carried out, but traders must not commence packing down their tables or stall structure before 3pm. This is due to the safety of pedestrians.
50. If a trader needs to leave the market before the end of trading, due to extraordinary circumstances, permission must be sought from the Market Manager before departing.

INSURANCE

51. All traders must have Public Liability Insurance cover for a minimum of £5,000,000. A copy of this policy must be supplied with the application to trade and traders must have their policy certificate with them at the market.
52. It is the trader's responsibility to ensure that their insurance is renewed annually, and a copy should be supplied to Black Sheep Events CIC on renewal.

FOOD PACKAGING

53. It is a condition of trading with Black Sheep Events CIC that all food packaging is sustainable & biodegradable. Drinks may only be served in cans - single use plastic bags and bottles are not permitted.

WASTE

54. Stallholders are responsible for the control, collection and removal of waste from in and around their stall. Any trader who leaves waste on site may be charged.

55. On-site bins are provided for the use of customers only.

CONDUCT

56. Stallholders must behave in a courteous and respectful manner towards other stallholders, event and site management staff and the public at all times.
57. Traders must respect decisions by Black Sheep Events CIC regarding the set up of the market and the location of their pitch.
58. Traders should arrive on time to unload, move their vehicle and be ready to trade by the start of the market. Late arrivals will not be permitted to set up if it is not safe to do so. Repeated lateness may result in cancellation of subsequent bookings.
59. Traders must not leave their stall unattended or inadequately staffed during the market, except if they have sold out, when a sign should be displayed to this effect.
60. Smoking and vaping by traders is not permitted at or near stalls during the market.
61. Alcoholic drinks must not be consumed by traders at stalls at any time during the market.
62. Traders must maintain their stall in a clean and tidy manner at all times.