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| **Outdoor Market****Trader Application Pack**Wem Town CouncilWem Library3 High StreetWemShropshireSY4 5AA01939 232733info@wem.gov.uk |

**Wem Outdoor Market**

We’re always looking for traders with creative and innovative ideas to bring something different to the market. If you’re interested in trading at Wem Outdoor Market applications should be made to Wem Town Council using the application form contained in this information booklet.

Please fully complete the application form and ensure that any documentation required is also provided. For queries, please call the Town Council team on 01939 232733. **You can email your completed online application form to: info@wem.gov.uk.**

**Market Operation Terms and Conditions**

All traders must agree to adhere to the terms and conditions as outlined below

**1. Operation Times**

The Outdoor Market takes place on a Thursday between the hours of 8am and 2pm and will be open to the public between these hours. Traders must ensure that their stalls remain adequately stocked and goods attractively displayed between the main operational hours of the market.

**2. Decision Making**

Applications for stalls are considered within 2 weeks of receipt. If your application is successful you will be permitted to trade as soon as you have provided the identification set out in the application form and you will be informed where you can locate your stall.

**3. Type of Goods Sold / Displayed**

The sale of any item that may be deemed to be of a harmful or objectionable nature or is prohibited by law will not be permitted. In addition to this the following items are not permitted on stalls

* The sale of firearms, air weapons, explosives, sheath knives, cut-throat razors, hunting knives, pornography and counterfeit goods is prohibited.
* No live animals must be on display, either for sale or as a pet.
* No political publicity to be displayed on any market stalls as this would be considered to be a breach of licence conditions.

**4. Standard Regulations**

All traders should be fully aware of any current statutory legislation e.g. Health and Safety that may affect an open market, and should comply with such regulations whilst trading on a Wem Town Council market.

**5. Age of Traders**

All Traders left in sole charge of the Stall must be 18 years of age or over.

**6. Stall Boundaries**

Traders must not encroach on the space reserved for other traders by placing goods beyond the boundaries of the stall. Neither shall the placement of such goods provide a hazard to members of the public. Location of stalls will be allocated by Wem town Council staff and may be moved at the discretion of the Town Council.

**7. Fees and Charges**

**Standard stall fees**

* Stalls are charged at £8 per pitch for a space that can contain a 3m x 3m gazebo.
* Outdoor market rent is collected every Thursday.
* Charity pitches are free but only one registered charity is allowed per market day. They must be booked in advance and must not sell goods.

**Spreading Over**

If traders wish to occasionally spread goods over to fill a neighbouring stall that is vacant through the absence of another trader, then they may do so with the Town Clerks permission and will be charged accordingly.

**Fee Increases**

Market rent increases are agreed at the Town Council’s Annual Budget Meeting in January.

**8. Payment**

Payment shall be made to a member of Town Council staff on the morning of the market. Any trader who fails to pay for two consecutive weeks may be ejected from the market without prior warning.

**9. Conduct**

The trader shall at all times conduct his/her business in a clean, honest, civil and business-like manner, without causing obstruction of the passageway adjoining the facilities, or interfering with the business of other traders.

**10. Energy Sources**

The use of electric generators is not permitted without prior permission of the Town Clerk.

The use of portable gas appliances **is** permitted subject to a fire risk assessment being provided by the trader.

**11. Indemnity**

The Stall holder agrees to indemnify the Council from and against all claims demands proceedings, damage costs charges and expenses howsoever arising from the use by the Stall holder of the facilities whether due to the act of default or negligence of the trader himself or his servants or agents and that a third party insurance policy covering a minimum Five Million Pounds (£5,000,000)\* for any one accident is obtained by the trader prior to use of the facilities to include the liabilities assumed under his Licence and is maintained during its continuance. Insurance Certificates shall be available for inspection by the Town Clerk on demand. \*this may be reduced to Two Million Pounds at the discretion of the Town Clerk depending on the nature of goods to be sold.

**12. Regular Traders**

* The outdoor market is classed as a casual market. This will mean that once categorised as a regular trader (see point 13 below) traders can attend the market when they can, providing they have public liability insurance (£5 million). Records of the traders using the market will be kept as will their public liability details.
* The Council cannot guarantee a stall location will be reserved for a trader if they miss 3 consecutive weekly markets.

**13. New Traders**

No new traders will be permitted to trade until they have been approved to trade. After trading for three weeks on the same permanently vacant stall, new traders shall be considered regular traders from the fourth week and will be allocated a regular pitch location at the discretion of the Town Clerk.

**14. Layout and Market Termination**

* The Council reserves the right to close or alter the layout of the Market or close and stop sales at the facilities without notice and without liability to the trader, or any other person for any loss sustained directly or indirectly, if it is considered to be in the best interest of the Market, or the general public, and the right to close may be exercised by or on behalf of the Town Clerk.
* When termination of the market is ordered by the Town Clerk, no compensation of any kind will be due or paid by the Town Council.
* Except by written permission of the Town Clerk no trader, nor any person acting on his authority or consent, shall either interfere with or change the design or layout of the market or the facilities.

**15. Damage to stalls**

Traders may not alter, damage, or deface the property of the Council. Any repairs required as a result of damage will be recharged to the trader. Any defects or issues with the gazebos must be reported immediately.

**16. Charity Stalls**

Those wishing to apply for a free stall must write to the Town Clerk to request a stall free of charge for one week. Only registered charities will be permitted a free stall. On usual trading grounds, Charity and Non-Profit organisations selling goods will have to pay the basic stall fee.

**17. Political and Protest Groups**

* No political groups will be permitted to hire stalls on Wem markets on a free of charge or pay basis. *With regard to protest groups each individual case will be considered by the Town Clerk using a common-sense approach. Any disruption to the market activity will be considered in making this decision.*
* Traders will not be allowed to use the facilities for the purpose of demonstrating, unless expressly permitted to do so by the Town Clerk. In the event of such permission being granted, the trader must conduct himself in such manner as not to cause interference or annoyance to other traders.

**18. Vehicles**

Prior permission to locate a vehicle on Jubilee Square must be obtained, if permission is not granted vehicles should not be on Jubilee Square between 8am and 14.00. Permission for vehicles to be located on the square will be reviewed on an annual basis usually in May.

**19. Accidents and Incidents**

The Trader must report all accidents, disputes, thefts and disorderly conduct to the Town Clerk as soon as practicable.

**20. Property of the Trader**

The Trader agrees that the property of himself and his employees and agents, including goods vehicles, equipment, and receptacles, whilst on property belonging to Shropshire Council in connection with the business of the Trader carried on at the facilities shall remain vested in the owner and Shropshire Council accepts no responsibility for any loss or damage thereto from any cause whatsoever.

**21. Termination of Traders Agreements**

The Town Council reserves the right to terminate any traders’ agreement with immediate effect if deemed to have breached or consistently breached (minor offences) the terms of this agreement.

The terms of this agreement will be subject to periodic review.

**Wem Outdoor Market Casual Trading Application Form**

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| Title: | Mr | Surname: |  | Forename(s): | Nicky |
| Business Name: | Nickys Menu | VAT Registration No. |
|  |
| Address:Postcode: | 46 – 47 Shawbury,  |
| High Hatton |
|  |
| SY4 4EZ | National Insurance No. |
|  |
| Contact Nos: | Home: | 01630 685 490 |
| Mobile: | 07547094052 |
| Email Address: | Fabcakes09@gmail.com |
| Website Address: |  |
| Electrical appliances to be used in the stall: |  |  |  |
| State full details of goods to be sold. Please use a separate sheet if necessary. |
| **Baked Goods** |
| Public Liability Insurance Details: |
| Company: | iprism |
| Policy No: | IP24ATRAD00021473300 | Expiry Date: | 23.7.25 |
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| **Do you have market trading experience?** Please provide details including which market(s) and your reason for leaving (if applicable). |
| **Food and Drink Suppliers** – please confirm if you are registered with Public Protection at Shropshire Council[Register a food business | Shropshire Council](https://www.shropshire.gov.uk/environmental-health/food-safety/food-safety-for-business/register-a-food-business/)  |
| Yes  |
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| *I hereby certify that**I have read the outdoor markets policy and the information I have provided as part of the stall application process for Wem Outdoor Market is accurate.* *I understand that giving false or misleading information may disqualify my application.*  |
| **Signed**  | **Date** |  |

**IMPORTANT NOTICE ABOUT IDENTIFICATION**

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| You are required to bring the following identification to the Town Council Office either on or prior to your first day of trading, **otherwise we will not be able to let you trade**:* **Three pieces of identification** to include:-
* One item showing the name and home address of the applicant dated within the past 3 months. (e.g. utility bill, bank statement).
* One item with photo ID.
* Evidence of a traders eligibility to work in the UK will be required, such as a British passport.
* National Insurance card or an official piece of identification containing your National Insurance number.
* The original copy of your Public Liability insurance certificate (insured for the sum of £5 million for food stalls ).
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Please Note

Wem Town Council has a duty to protect the public funds it administers and may use the information you have provided on this form for the prevention of fraud. If required by law, it may also share this information with other bodies responsible for auditing or administering public funds.

We will make electronic copies of all documents and keep them on our files until you notify us that you no longer wish to trade.

Wem Town Council is the data controller for the personal information you provide on this form. Your information will be used to provide you with the service that you have requested and will not be used for any other purpose. We will not share your data with any third parties without your consent unless we are required or permitted to do so by law.

Data protection law describes the legal basis for our processing your data as necessary for the performance of a contract. For further information about how Wem Council uses your personal data, including your rights as a data subject, please see our corporate privacy policy on our website: www.wem.gov.uk.

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| ***Office Use***  | Approved 🞏 Rejected 🞏 |
| ***Insurance Information received***  |  |
| ***ID Documentation received***  |  |