



Casual Traders Agreement

This agreement is valid for one Market Day only (as advised via email 5 days prior to the market Day).

Market Day: Thursday

Part A

This is an agreement made between Princes Risborough Town Council, hereafter referred to as PRTC, and

(Name).....

Trading As.....

Of

(Home Address)

.....

Telephone.....

Email.....

If a Limited Company/Partnership

Address.....

.....

Company Number..... Vat Registration (if applicable).....

Trading in

(Description of goods or services to be offered from the stall/gazebo)

.....

.....

Hereafter referred to as the “the Trader”.

This agreement shall come into force on the

.....day ofin the year.....

For one day only



Part B

- 1) PRTC agrees to make available.....Market Pitch(es)of 3 metres length for the day ofas advised.....
- 2)The trader is required to provide their own gazebo. Set up times in summer are from the hours of 7.30am to 5.00pm British Summer Time (BST) and in the winter months 7.30am to 3.30pm Greenwich Mean Time (GMT). The trader shall agree to leave the pitch in good condition and to remove all refuse.
- 3)By this agreement the trader does not gain any right to place goods for sale in areas outside the stall/gazebo pitch or on the pavements.
- 4)Prior to trading, the trader agrees to provide evidence of public liability cover suitable for the business that is being carried out from the stall(s). The evidence must satisfy PRTC that the trader is suitably insured at all times that they occupy a stall or stalls and that PRTC may make further investigation into the validity of the evidence shown. Non compliance can lead to immediate termination of any contractual agreements regarding the market.
- 5)Certain activities may include the use of bottled gas, charcoal, naked fire, or generating equipment. Traders must have on site a fire blanket and appropriate fire extinguishers(s).
- 6)All portable electrical appliances must have an accredited test certificate available for inspection by PRTC.
- 7)Traders must maintain their own employee, public and products liability insurance. A copy of the Food Hygiene certificate (if applicable) and current insurance document must be available for verification at all times.
- 8)The trader agrees to carry out his business in a manner that is considerate of the other traders who use the pitches, of the residents who live around the market area and of the general public.
- 9)The trader agrees to remove all of their vehicles that are not required for Health and Safety reasons from the area of the market during the hours of 9.00am and 5.00pm (Summer) and 3.30pm (Winter).
- 10)The trader agrees to trade in the goods and services as described in part A of this contract. Trading in other goods or services without written authority from PRTC may result in the immediate revocation of any contracts. PRTC will try to ensure that goods and services on offer from the various market stalls are not duplicated, but cannot offer any guarantees to this effect.
- 11)PRTC reserve the right to revoke the use of the pitch without warning to any trader who is behaving, or who is allowing his operatives to behave, in a manner other than that required in points 5,6,7,8,9 and 10 of this agreement.
- 12)PRTC reserve the right to cancel, or alter stall/gazebo pitches in line with our Management of Markets in Severe Weather Policy, a copy of which is attached.



13)The trader will make a payment of twenty pounds (non-refundable) per 3 metres of pitch space per week and payment shall be made in advance by bank transfer at least 5 days before the Market day. No cash or cheques will be accepted.

14)The trader is not authorised to make their stall available to any other trader unless authorised in writing by PRTC. Under no circumstances will a right of transfer be granted or the sale of a pitch permitted.

15)In extraordinary circumstances and as determined by PRTC, this contract can be terminated.

16)If the trader wishes to bring a complaint against PRTC as a result of a termination of this contract, they must do this in writing by notice to the Clerk or electronically via email at towncouncil@princesrisboroughtowncouncil.gov.uk This complaint will be reviewed and considered in-line with PRTC complaints procedure in force at the time, and available on the PRTC website. Complaints, defamatory or disparaging comments may not be posted on social media by the trader, the traders associates or advocates, or PRTC.

17)PRTC can accept no liability for loss, damage or injury involving the stalls and associated equipment whilst they are being used by the trader. Should any part of the equipment be in need of repair or replacement, the trader should notify PRTC, via the Town Clerk’s office in writing within 48 hours, so that arrangements can be made. If any part of the equipment is deemed by the trader to pose a threat to himself, his operatives, other traders, the general public, or to the property of these, they should make immediate arrangements to cease using that part of the equipment and notify PRTC immediately. PRTC will be deemed to have been notified if verbally informed and logged in the incident book.

Both parties hereby agree to abide by the spirit of this agreement and to act in a fair and reasonable manner in their dealings at all times.

Signed.....Date.....

Signed.....Date.....

Clerk to the Town Council