

Casual Traders Agreement

This Agreement is valid for one Market Day only.

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 trader".

This agreement shall come into force on the

.....day of.....in the year.....

For one day only.

Part B

1) PRTC agrees to make available ...one/two...Market Pitches(s) of 10ft length for the day of _____ .

2) PRTC will arrange for the stall to be erected for the trader and it will be available from the hours of 7.30 am to 5.00pm, summer time and 7.30am to 3.30pm in winter. The trader shall agree to leave the stall / gazebo in good condition, with no parts removed, at the end of the day.

- 3) By this agreement the trader does not gain any right to place goods for sale in areas outside the stall/ gazebo pitch.
- 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 the PRTC that the trader is suitably insured at all times that he occupies a stall or stalls and that the PRTC may make further investigation into the validity of the evidence shown him if he wishes to. Non compliance can lead to immediate termination.
- 5) Certain activities may include the use of bottled gas, charcoal, naked fire, or generating equipment. Exhibitors must have on site a fire blanket and appropriate fire extinguisher(s).
- 6) All portable electrical appliances must have an accredited test certificate available for inspection by the PRTC
- 7) Exhibitors must maintain their own employee, public and products liability insurance. A copy of the Food Hygiene 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 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 have his contract revoked immediately. 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 of this agreement.
- 12) PRTC reserve the right to cancel, alter stall/ gazebo pitches in line with our weather condition policy, a copy of which is attached.
- 13) The trader will pay a payment of twenty pounds per 10ft of pitch space per week and payment shall be paid in advance. A receipt will be given for all payments received by an authorised representative of PRTC.
- 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 granted or a sale of a pitch allowed.
- 15) This contract can be terminated by immediately in extraordinary circumstances determined by the PRTC.
- 16) The 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 need to be in need of repair or replacement the trader should notify / inform PRTC, via the Thursday Market Manager in writing within 48 hours so that arrangements can be made. If any part of the is deemed by the trader to pose a threat to himself, his operatives, other traders or the general public, or to the

property of any of these, they should make immediate arrangements to cease using that part of the equipment and notify the PRTC in writing immediately. The PRTC will be deemed to have been notified if written details have been handed to the Princes Centre, Clifford Road marked for the attention of the Clerk by name.

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.