



Contracted Traders Agreement

This contract is valid with effect from the

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

Part B

1)PRTC agrees to make availableone..... Pitch(es) of 3 metres every Thursday of the year, subject to point 13 of this agreement with the exception of some public holidays which will be notified to the trader in advance and with the addition of some special extra market days which will also be notified in advance.

2)The trader is required to provide their own gazebo. PRTC will arrange for the pitch to be available for the trader and it will be available in summer months 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 at the end of the day.

3)Wherever possible, the pitch offered for use will be positioned in the same position, but PRTC reserve the right to change the site of the stall without warning. Any stall/gazebo may not be moved by the trader outside of the designated area.

4)By this agreement the trader does not gain any right to place goods for sale in areas outside the pitch.

5)Prior to trading, the trader agrees to provide evidence of public and employee liability cover suitable for the business that is being carried out from the pitch. The evidence must satisfy a PRTC representative that the trader is suitably insured at all times that they occupy a stall/stalls and that PRTC may make further investigation into the validity of the evidence shown if they wish to. Non-compliance can lead to immediate termination.

6)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).

7)All portable electrical appliances must have an accredited test certificate available for inspection by the PRTC.

8)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.

9)The trader agrees to carry out their 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.

10)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).

11)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.

12)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 5,6,7,8,9,10 and 11 of this agreement.

13)PRTC reserve the right to cancel or alter pitches in line with our Management of Markets in Severe Weather Policy, a copy of which is attached.

14)The trader will pay an advance payment of sixty pounds per 3 metre of pitch space per calendar month and payment shall be made monthly in advance by direct bank payment or standing order. No cash or cheques will be accepted.

15)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 be permitted.

16)This contract can be terminated by either party following notice in writing of one month before the date of termination. Notice may be served on the trader by delivery warning to the address given above as his place of business, or by handing a written warning to the trader in front of witnesses. Notice may be served on PRTC by written notification to Princes Centre, Clifford Road,

Princes Risborough, marked for the attention of the Clerk or electronically via email at towncouncil@princesrisboroughtowncouncil.gov.uk . No reason needs to be given by either party for discontinuation of the contract.

17) 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 the 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 by PRTC.

18) This contract can be temporarily suspended to allow the trader to take up four weeks of holiday in one year. Payments made in advance for holiday weeks may be carried over to subsequent weeks so that the trader is not paying for weeks taken as holiday, provided they are notified in advance to a representative of PRTC. No refund will be afforded with the exception of extraordinary circumstances determined by the PRTC.

19) PRTC can accept no liability for loss, damage or injury involving the stall/gazebos 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 immediately PRTC, via the Town Clerks' Office 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 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 PRTC. 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 Princes Risborough Town Council