

Crawley Borough Council (CBC)

Crawley Town Centre Market – Queensway, Crawley

Consent Number: 25/00984/STRT

Terms and Conditions for Stall Holders

Document Updated: Thursday 20th March 2025

Definitions

- In these terms and conditions, the terms you or yours refers to the person or organisation that is applying for a market pitch to trade from. These terms and conditions apply to any and every trader in the Crawley Town Centre Market
- Consent Holder – this is the person or organisation (as specified) to whom the Market Trading (Street Trading) Consent is issued under the Local Government (Miscellaneous Provisions) Act 1982
- CBC – Crawley Borough Council
- Trader – Market Trader who the Consent Holder has agreed can operate (subject to various terms and conditions) under the Market Trader Consent issued under the Local Government (Miscellaneous Provisions) Act 1982
- PAT – Portable Appliance Testing

Application

- CBC will require a signed and completed copy of a market application form and / or a signed market agreement form, which confirms a trader's place on the Crawley market and that the trader must agree to these terms and conditions
- Where required, a Trader must also supply Crawley Borough Council with a copy of their public liability insurance covering the activities in question, a copy of the PAT and / or CORGI certificates. (or any other such certification as may be required by the Consent Holder)
- For food related businesses, a food hygiene rating certificate is required and the details of which authority the Trader are registered with
- Papers must be submitted at least two weeks in advance of an intended start date.
- Application and/or payment of a fee does not guarantee a Trader pitch

Payment

- Market fees are paid monthly in advance against CBC invoices.
- All fees must be paid to CBC before attending the market. Failure to do so will result in the Consent and ability to trade being refused/
- Payment is due within 28 days of the date stated on each monthly invoice
- From 1st April 2025, market pitch fees will be £23 per trading day, with use of electricity an additional £5 per trading day

Insurance

- Traders are obliged to take out insurance to cover any hazard or loss which may occur at the market as detailed in the Consent and other supporting documentation provided by CBC in connection with Trader activity.
- This must include public liability insurance taken out by the Trader of no less than £5,000,000
- A copy of a valid insurance certificate must be available on request and must remain current throughout the intended trading period.
- Any Trader without valid insurance cover will be immediately asked to leave the market

Losses

- Traders agree that Crawley Borough Council (CBC) or any of their designated representatives are not responsible or hold any liability for any financial losses, the loss or damage of equipment, goods, takings or personal belongings
- Traders agree that Crawley Borough Council (CBC) is not responsible for any personal injury or representatives working for the Trader or connected to the Trader or for any members of the general public attending this market which are directly or indirectly incurred by you whatsoever

On-Site

- Crawley Borough Council and their designated representatives are solely responsible for the allocation of pitch sites. CBC reserves the right to relocate Traders without notice where it is considered necessary to do so.
- Failure to attend the market regularly, at least weekly, unless exceptional reasons prevent a Trader from doing so, will undermine the development of the market and prevents other Traders from participating in the Market. If a Trader(s) fail to attend regularly, Traders will have the approval from the Consent Holder to trade terminated in writing. Traders must not sub-contract your stall or any part of it
- Traders must provide either (1) Their own gazebos and stalls to attend the market and make arrangement to remove any litter from site, unless (2) Traders have agreed to and signed to take possession of a council owned gazebo, accepting all applicable liability as specified in the Agreement.
- Traders are liable for all damage caused to council owned property, such as gazebos, and any damage caused to the public highway and are accountable to West Sussex County Council Highways for any such damage.
- No litter shall be left on site. Traders must remove all litter created by trading activities and the market stall. Formal arrangements must be in place to remove and dispose of waste with an approved waste contractor. The Consent Holder may ask for details of waste disposal arrangements at any time.
- No amplified music or PA systems are permitted
- Traders will not be allowed to trade whilst conducting other roles, such as the supervision of children in their care.
- No traders' animals or pets are allowed on site, unless a permitted reason such as a designated assistance dog, which is properly controlled and secured and on a lead at all times. This must be agreed with and at the discretion of the Consent Holder.

- Traders are required to ensure the areas immediately in front (and at the side) of a market pitch are kept clear for pedestrian access, free from obstruction, tidy and free of rubbish.
- Traders shall ensure that their designated pitch and the area surrounding it has been left tidy and in good order during trading times and cleared of such at the end of the trading day
- Crawley Borough Council reserves the right to cancel the market due to adverse weather conditions or other exceptional circumstance. This decision rests with the Consent Holder and is final.
- Trading may only take place under and from stalls. Additional space where available must be agreed with CBC prior to its use and will not exceed the number of stalls/pitches specified on the Market Trading Consent. This will not be provided where it adversely impedes or restricts the passage of vehicles or pedestrians
- Trading must be maintained between the hours as specified on the Consent unless seasonal or occasional individual variations are agreed by CBC
- Trader vehicles must be taken off-site by 9.00am and provision made for legal daily parking unless agreed and permitted with the Consent Holder and the Council
- Loading or unloading vehicles must not impede the movement of any other vehicles or pedestrians in the vicinity of the market e.g. buses, taxis, etc
- Traders are not permitted to sell or supply any age restricted products
- Traders are not permitted to sell any animals of any sort,

Fire, Gas, Electricity, Water and waste fluids

- Electricity is available on-site at a rate of £5 per day when used and only when prior agreed with the Consent Holder
- There is no provision of gas, electricity, and / or water on-site unless by way of agreement by the Consent Holder
- All Traders are required to ensure they have safe and legal means of obtaining these facilities if needed
- Generators if used (and approved by the Consent Holder) must be silent, electric and located as not to cause inconvenience or danger to other people,
- Disposal of waste fluids must be undertaken without using public drainage, via an approved waste contractor.

Cancellations

- CBC reserves the right to decide on which days the market can operate, and which pitches to allocate to Traders.
- In the event of poor weather, and taking advice from relevant statutory bodies, the market can be cancelled at any time without prior notice to Traders
- Gazebos can only be installed as per the manufacturer guidelines and regulations
- CBC is seeking long-term commitments to the market. Traders who can ensure and provide a consistent and regular attendance will be a priority
- Any traders seeking to absent themselves from the market must seek prior approval from the Consent Holder.

Health and Safety

- Traders will undertake to comply with all health and safety legislation and statutory obligations when conducting trading activities and will respond to guidance provided by CBC and legislation in relation to the operation of their market pitch and the wider market activities.
- All traders must complete and provide a valid and in-date risk assessment prior to trading
- Traders must read, understand and sign any CBC risk assessments in connection with their activity, but these risk assessments do not absolve a Trader, staff or helpers of their business and/or individual obligations in relation to health and safety matters.

Risk Assessment

- Traders are responsible for the safe operation of their stall(s) and to be aware and respond promptly and effectively to circumstances and event that may affect the safety of a Traders operation and its potential impact on the public or other stakeholders

Non-Compliance

- CBC and their designated representatives reserve the right to remove Traders from the market site if Traders do not comply with the obligations as outlined in these terms and conditions
- CBC reserve the right to review the operation of the market and its development and advise of changes in any aspects of its operation. It will do so in consultation with individual traders where possible but may also make changes as per the Consent or other requirements without notice.

Stalls, Vehicles, Business Gazebos and Council Loaned Gazebos

The Trader agrees that they can properly locate a vehicle, trailer or unit suitably and safely within a designated market pitch as allocated by the Consent Holders

In the case of CBC loaned gazebos, Traders confirm that they have installed and used this in accordance with the manufacturers guidance and that Traders have watched and understood the relevant video regarding the specifications of the gazebo and how to install/deinstall safely, including securing it correctly and use in a range of weather conditions

Video below:

<https://www.youtube.com/watch?v=EUfAXx0t590&t=91s>

Traders must also cease the use of CBC Gazebos if use does not accord with manufacturer use instructions (such as and including adverse weather conditions, unable to secure appropriately)

I agree to the above terms and conditions and understand that my ability to trade as part of the Crawley Market Consent may be withdrawn if I do not comply.

NAME (PRINT)

MARKET TRADER DETAILS

(Name, Companies House Registration)

SIGNATURE

DATE