



HARPENDEN TOWN COUNCIL

CLOSER TO THE COMMUNITY



Dear Sustainability Market Stallholder

Thank you for your inquiry. Please find enclosed the application pack for the Harpenden Sustainability Market running in partnership with Sustainable St Albans.

Stallholders for the Harpenden Sustainability Markets will be local businesses and organisations selling sustainable goods and / or promoting sustainable living; food items will be vegan.

The next Harpenden Sustainability Market will take place on **Sunday 19th September 2021, from 10am to 3pm on the High Street in Harpenden.**

- All pitches are gazebo pitches. You are required to bring your own gazebo, gazebo weights and tables. The Pitch Fee for this market is £30 (or £15 each if you are sharing a pitch)
- There are a very limited number of gazebos pitches available to hire. The Hire Fee is £10, hired gazebo pitches will generally be shared with another stallholder.

All applications are to be made using the online application form from Sustainable St Albans. As part of the online application form, you will be required to confirm that you agree with the terms set out in the attached Harpenden Sustainability Markets Information pack, sign the declaration and provide the required documentation: public liability insurance (£5m), risk assessment (a template is provided) and, if appropriate, food safety documentation. If two organisations are sharing a pitch, both organisations are required to complete the application, please indicate on the form where requested the name of the other organisation. Please note

- Stallholders must not queue before **8.30am and must depart by 3.45pm.**
- Failure to depart on time will mean stallholders may not be able to participate in future markets (stallholders with large numbers of items that take longer to pack up should start to pack up some of their items before 3pm).

Please email Sustainable St Albans at markets@sustainablestalbans.org to discuss your stall and apply.

If you are successful in your application, you will be invoiced by Harpenden Town Council. Payments sent before will not be accepted. You will also receive joining instructions from Harpenden Town Council prior to the market. Pitches are limited and will be allocated as applications are made; applications must be made at least one week before the market.

Carl Cheevers

Town Clerk, Harpenden Town Council

Harpenden Sustainability Market Information Pack (19th September 2021 market)

Thank you for your inquiry. Before completing the online application form, you should have contacted Sustainable St Albans at markets@sustainablestalbans.org, to discuss your application.

The 2021 Harpenden Sustainability Market is being run in partnership by Harpenden Town Council and Sustainable St Albans.

This information pack comprises the sections listed below. In addition, you will receive joining instructions from Harpenden Town Council.

- A. Market information
- B. Terms and Conditions
- C. Market Rules and Regulations
- D. Operating criteria
- E. Disclaimer of liability
- F. Applicant declaration
- G. Checklist of the information that you will be required to submit with your application
- H. Stall Holders Risk Assessment

A. Market information

Harpenden Sustainability Market will take place Sunday 19th September 2021, 10am to 3pm on the High Street in Harpenden.

All pitches are gazebo pitches. You will be required to bring your own gazebo, gazebo weights and tables. There are also a small number of shared gazebos which can be hired.

Stallholders for the Harpenden Sustainability Markets will be local businesses and organisations selling sustainable goods and / or promoting sustainable living. The vast majority of food items will be vegan – please detail on the list below if there are items that are not vegan that you wish to be able to sell.

Due to the nature of the event, no bottled water, plastic or polystyrene packaging or single use plastic bags will be permitted at this event. Single use items and packaging must be biodegradable.

B. Terms and Conditions

Stallholders applying for a pitch, as detailed above, accept the following terms and conditions:

- 1) Harpenden Town Council and Sustainable St Albans may accept or reject any application without giving a reason. No refund is available in the event of any cancellation by a stallholder.
- 2) In the unlikely event of the Harpenden Sustainability Market being cancelled, Harpenden Town Council and Sustainable St Albans will not be liable for any compensation other than the refund of the pitch fees actually paid.
- 3) I agree that as an outdoor public event, Harpenden Sustainability Market is subject to a health and safety assessment to ensure public safety and any guidelines in relation to

Covid-19 are implemented. In this regard Harpenden Town Council and Sustainable St Albans reserve the right to refuse any stall set up which may be viewed as unsafe due to environmental issues such as weather. In all such situations as much notice will be given as possible and alternative solutions considered but should agreement not be reached Harpenden Town Council and Sustainable St Albans will not be liable for any compensation other than the refund of the pitch fees actually paid.

- 4) I agree to provide all necessary information & documentation to establish insurance status.
- 5) I agree to provide a risk assessment form.
- 6) I take full responsibility for the contents of the pitch and the actions of all people on my pitch and accept that Harpenden Town Council and Sustainable St Albans do not accept liability for any loss and/or damage and/or injury that may arise howsoever caused.
- 7) No mobile selling or activity outside of my/our pitch area is permitted.
- 8) If I am bringing a generator, I will provide the size and safety certificates. Generators must be included on the stallholder's risk assessment and the stallholder is required to bring a fire extinguisher and fire blanket. If these requirements are not met, you will not be able to use the generator at the market.
- 9) No animals to be brought on to the site (except guide dogs)
- 10) I will comply with the requirements and instructions issued by Harpenden Town Council and Sustainable St Albans regarding any aspect relating to the operation of the Harpenden Sustainability Market.
- 11) I will indemnify Harpenden Town Council and Sustainable St Albans in respect of any costs, claims, damages, or liabilities as a result of any act or omission by me or arising from my hire or use of the pitch(es) or attendance at the Harpenden Sustainability Market.
- 12) I understand that I must adhere to the latest government guidelines whilst at the Harpenden Sustainability Market. If I have symptoms that may be caused by coronavirus, I must stay at home and self-isolate. I understand that Harpenden Town Council and Sustainable St Albans staff reserve the right to ask me to leave the market if they suspect I am showing symptoms of coronavirus and have concerns. My risk assessment will include all practices that I have put in place relating to Covid-19 and understand that these will need to meet the latest government guidelines.
- 13) I understand that Environmental Health and Trading Standards Officers will notify Harpenden Town Council and Sustainable St Albans of any issues which may affect my ability to attend the Harpenden Sustainability Market. To assist in any inspections required to verify the above statements, I have included a list of all products I will be selling and will notify Harpenden Town Council and Sustainable St Albans of any alterations to this.

C. Market Rules and Regulations

Listed below are the rules relating to how the market is organised and managed on the market day. We ask you to respect these arrangements. Failure to do so will affect your taking part in future markets.

- 1) Trading is not permitted under any circumstances before **10am and after 3pm**. Customers may reserve goods, but no money must change hands. Any stallholder in breach of this will lose their stall at any future markets.

- 2) Stalls can only be set up from 8.30am and stalls must be clear by 3:45pm. Failure to depart on time will mean stallholders may not be able to participate in future markets.**
- 3) Vehicles must not queue to access the market area before 8.30am**
- 4) Vehicles must avoid blocking access for other stallholders and must be removed from the market area immediately after unloading, and no later than 9.30am.**
- 5) No vehicles may return to the market area before 3pm.**
- 6) Stalls must not stop trading before 3pm, however stallholders should start to pack up their goods before 3pm if this is necessary to ensure they are able to leave the site by 3.45.**
- 7) All pitch fees must be made payable via BACS at least 3 working days before the market.**
- 8) The allocation of stalls is at the discretion of Sustainable St Albans and Harpenden Town Council. No discussions, amendments or negotiations will be entered into in advance, or on the day of the market.**
- 9) Stallholders are responsible for recycling and taking away their own waste. All stallholders are encouraged to bring bags to separate their recycling from their waste. Stallholders must make sure their pitch is free from rubbish, recycling, and debris before leaving. As this is a Sustainability Market, every effort must be made by Stallholders to be mindful of the waste that their stall produces. Stallholders should encourage (and accept) reusable containers and packaging should they be offered by the public.**
- 10) Due to the nature of the event, no bottled water, plastic or polystyrene packaging or single use plastic bags will be permitted at this event. Single use items need to be biodegradable.**
- 11) Stallholders should bring their own chillers or refrigerators as required.**
- 12) There is a 'No Smoking' and a 'No Dogs' policy for all traders either selling food or in the vicinity of food stalls.**
- 13) Stallholders shall not use any means of sound amplification or other mechanical means of attracting attention to a stall. The playing of audio equipment, other than by way of short tests on stalls selling these items is included in this restriction.**
- 14) No lighting system other than that supplied by the Town Council and Sustainable St Albans shall be used on Market stalls without express permission being given in advance.**
- 15) No stallholder may sell or offer for sale goods other than those registered and assigned to the stall. Any request to extend or change the range of goods sold must be put in writing and authorisation obtained before the goods may be sold.**
- 16) Stallholders will not be permitted to sell counterfeit or otherwise illegal products. Any stallholder found contravening this rule will be immediately dismissed.**

D. Operating criteria

- 1) Stallholders for the Harpenden Sustainability Markets will be local businesses and organisations selling sustainable goods and / or promoting sustainable living.**
- 2) Shared stalls are considered provided for food stalls the produce mix is compatible from a food safety point.**
- 3) Harpenden Town Council and Sustainable St Albans will not accept any kind of harassment of their staff or volunteers.**

- 4) Any trader who is present at the market and does not comply with the rules and regulations, in particular has arrived with non-specified goods, is verbally abusive to the staff or volunteers or extends their stall outside the designated stall area, the Town Council and Sustainable St Albans have the right to remove them from the market and they will not be permitted to attend further markets.
- 5) In exceptional circumstances i.e., bad weather or road works, both prior to or during a Market, it is the decision of the Town Clerk and Town Mayor to cancel a market. The organisers will give as much notice as possible before the market date and all stallholders will be contacted. Please note that Harpenden Town Council and Sustainable St Albans are not responsible for any losses incurred to traders due to this cancellation.

D. Disclaimer of liability

Harpenden Town Council, officers and their contractors and Sustainable St Albans and its officers and volunteers shall not be responsible for:

- 1) Stallholders shall indemnify Harpenden Town Council and Sustainable St Albans from and against all claims and actions in respect of personal injury suffered, whether fatal or otherwise, whilst on the market area which may be caused or occasioned in connection with the market and against all costs and proceedings arising there from.
- 2) Any damage, theft or loss however caused in respect of any exhibits, produce or other property in transit to or from the market or throughout the duration of the market period.
- 3) Anything that may happen to visitors, members, stall holders or their employees or to any stall or property brought to or used at the Harpenden Sustainability Market.
- 4) Any losses incurred due to the market being cancelled in the event of severe weather, roadworks, or obstructions to the market i.e., fallen trees or obstructions that are beyond the Council's control.

E. Applicant declaration

I understand that my details may be passed on to Environmental Health and Trading Standards Officers.

I understand that Environmental Health and Trading Standards Officers will notify Harpenden Town Council of any issues which may affect my ability to attend the Sustainability Market.

I understand that if I contravene any of the Market Rules and Regulations I will be removed from the market and not permitted to attend further markets.

I have read, understood, and agree to the terms and conditions, Operating Criteria, Market Rules and Regulations set out in the Harpenden Sustainability Markets Information Pack.

I apply for a pitch in accordance with these terms and conditions, Operating Criteria, Market Rules and Regulations and Disclaimer of Liability.

In making this application, I agree for the information contained in this form to be processed and retained by Harpenden Town Council and Sustainable St Albans in accordance with their data protection policies which can be found at

<https://www.harpenden.gov.uk/documents/public-and-statutory> and

<https://sustainablestalbans.org/data-protection/>.

F. Checklist of the information that you will be required to submit with your online application form

Stall Holders Risk Assessment form	
Public Liability Insurance for no less than £5 million	
Evidence of Food Hygiene Rating	
(Optional) image and logo that could be used in promoting the market	

G. Stall Holders Risk Assessment

(an example risk assessment is provided that stallholders can edit)

Stall Holders Risk Assessment						
To be completed and returned with your application form you must include Covid-19 risks.						
Activity:			Organisation name:		Assessment date:	
Hazard	Risk arising from hazard	Who is at risk	Risk	Existing Controls	Action to further reduce risk	Risk Owner

Assessors Name:	Date:
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