



## TERMS AND CONDITIONS OF TRADING

### Terms and Booking Conditions

SOUTHERN MARKET TRADERS – The organisers

**Booking:** No booking will be accepted if all the points below are not met on application.

**Traders must:**

1. Fill in the application form, sign it and send it in as soon as possible.
2. List goods they wish to exhibit on the application form. No trader will be allowed to exhibit any products not declared on their form unless they have written permission from the organisers to do so.
3. Send a copy of their current public liability insurance, to a minimum of £5 million, with their booking form. Food sellers must also enclose a copy of their local authority registration details and their food hygiene certificates.
4. Sign and return the terms & conditions. By booking for any event you are agreeing to abide by the terms & conditions as laid out.

**Right to refuse:**

We reserve the right at our sole discretion and without giving any reason, to refuse any application promptly returning the full fees received.

**Trial Period:**

Once accepted, a trader will be offered a four week trial period to assess the suitability of the market for their product.

During the trial period, either the trader or the organiser may terminate the agreement.

At the end of the trial, the trader will be required to pay a two week deposit to secure the pitch. This deposit will be kept, with the trader paying rent each week until such time as the trader wishes to give notice to quit.

**Notice To Quit:**

At this time there will be a two week rent free notice period to use the deposit. Deposits are not refundable.

**SMT Management Consultants Limited Registered Office  
Unit 5, The Oakwood Business Centre, Downley Road, Havant, PO9 2NP  
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Paul Lewis 07971 646483**



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**Confirmed bookings:** Bookings will only be confirmed when full payment and all the appropriate paperwork has been received. All bookings are required three weeks in advance of the event date.

**Payment Options:** Payment must be made via the Southern Market Traders Website three weeks in advance of the event.

**Exclusive right:** The granting of trade space does not guarantee the trader sole right of selling or promoting their particular commodity or service unless the organisers approve such an agreement in writing.

**Sale item:** Your booking will be taken on the basis of the information given. You will not be able to display or sell items not listed or which the organiser feels to be inappropriate.

**Allocation of a pitch:** Allocation of space at the venue is at the sole discretion of the organiser.

If the venue is fully booked a reserve list for traders will be held on file. If a trader cancels a booking or defaults on any payment, the next appropriate trader on the reserve list will be offered a pitch.

**Cancellation by traders:** Traders are liable to pay in full for the pitch as booked without any discount for cancellation.

However, at the sole discretion of the organiser, consideration may be given, to issuing a refund of up to 75% of the fee paid. Any balance will be considered a cancellation and/or administration fee.

**Catering Trader Risk Assessment:** A risk assessment must be carried out by each trader as soon as the catering operation is set up and before the start of trade.

**Displays and Trading Hours:** Each Trader undertakes to have his exhibits on display in his pitch and in full view throughout the advertised hours of the market. (Generally 9am till 4pm daily unless otherwise specified)

Exhibits shall not obstruct access, walkways or the general view. Nor must they hide the exhibits of others and shall not be packed, covered or removed before the end of the Market without the permission of the organiser.

To pack up and leave prior to closure of any market can result in cancellation of bookings with no refund and refusal of future bookings.

**Waste, Rubbish and Cleaning:** Each Trader must remove all rubbish from the interior of the pitch and surrounding area and leave the venue in a pristine condition. Any Trader who does not tidy up will not be asked to attend future events and will have any future bookings cancelled.

**Insurance:** Each Trader is responsible for the provision of their own public liability insurance and for the safety of their products and their personnel. The insurance must cover the trader to sell goods at our venue.

A copy of the Trader's insurance certificate and/or insurance policy is required on booking.

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## TERMS AND CONDITIONS OF TRADING

### Terms & Conditions (continued)

**Gazebo:** A 3m x 3m Green and White gazebo must be supplied by the trader unless otherwise agreed with the organiser before the event. Failure to provide a suitable gazebo will mean that access to the pitch will be denied.

**Responsibility and Liability:** It is the trader's responsibility to ensure that a copy of their current liability insurance certificate is available for local authority inspection at all times. Caterers must provide copy of the Food Safety and Health and Hygiene documents on request at all times.

The organiser does not hold any liability for any trader or their products. Every trader shall participate in the market entirely at his or her own risk in every respect, and shall absolve the organiser and its personnel from responsibility for such risks, including personal injury, loss or damage to property, cancellation of event, however this injury, loss or damage may be caused whether by fire, theft, inclement weather, interruption of power, defect in the equipment and building or failure of subcontractors or agents to perform.

The Organiser does not provide insurance cover for theft or damage to Traders stock and recommends that they take adequate insurance against all risks. It is a condition of booking that exhibitors absolve the organiser and its personnel from any responsibility for refunding fees paid by them except as specified under these conditions.

**Terms & Conditions:** By booking for any event the Trader is agreeing to abide by the terms and conditions as laid out.

**I have read and agree to abide by the terms and conditions outlined above**

Signed	PRINT Name
Company Name	
Address	
	Post Code
Telephone Number	Date

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