



TERMS & CONDITIONS 2024

Southern Market Traders – All markets

SOUTHERN MARKET TRADERS – *The organisers*

1. Payments, Bookings & Cancellations.

Monthly Markets or Special Events

- 1.1. **Confirmed bookings:** Bookings will only be taken when all the appropriate paperwork has been received. Bookings will be secured when payment is made in full. Traders are strongly advised to confirm availability before making payment.

All bookings and payments are required a minimum of a week in advance of the event date. Failure to book in advance may result in your regular pitch being given to another trader from the waiting list.

- 1.2. **Payment Options:** Unless otherwise agreed in writing in advance, ***all payments*** must be made via BACS payment, by credit or debit card over the phone or on PAYPAL via the Southern Market Traders Website ***at least*** a week in advance of the event.
- 1.3. **Allocation of a pitch:** Allocation of space at the venue is at the sole discretion of the organiser. A regular pitch number on any market can only be authorised by the organiser and the trader will be notified. A regular pitch number does not guarantee the exact location of any pitch, on occasion the location may have to change due to unforeseen circumstances. The Organiser reserves the right to move a trader to another pitch at any time. 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. In order to retain a regular pitch number, a trader must attend a minimum of nine (9) markets in any year. Failure to do so may result in loss of your regular pitch.
- 1.4. **Stall Sharing:** Although we are happy for you to share a stall, we cannot organise this for you. An application form must be completed by ***each person*** wishing to share. However, we will only accept one lead contact. That person will be responsible for passing on any communication to the others involved and for ensuring that appropriate insurance is in place. Note that secondary traders will have no booking history as we only record the attendance of the lead trader.
- 1.5. **Notice To Cancel/Quit:** If you are a regular trader with an allocated pitch number at one of our specialised monthly Arts and/or Antique Markets, you are required to give as much notice as possible, and in writing, of any intention to cancel or quit an existing booking. Failure to do so will mean that any fee paid is non refundable. Once notice of a cancellation is received SMT will make every effort to sell the pitch on to a trader on the waiting list. If successful the pitch fee may be carried forward to the next booking, and refunded only at the discretion of the manager. ***Failure to notify SMT of a cancellation or intention not to attend a regular market could result in you losing your right to a regular pitch. This decision will be at the sole discretion of SMT management.***



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- 1.6. **Right to refuse:** We reserve the right at our sole discretion and without giving any reason, to refuse any application promptly, returning any fees received in full.

Payments, Bookings & Cancellations - Weekday General Markets

On general weekday markets, a place must be booked by contacting the appropriate Market Manager in advance of the market. Payment for the pitch must be made on the day in cash. If another payment method is required, arrangements must be made with the Market Manager.

Different conditions may apply if you are a regular trader on the weekday market and have signed an agreement with SMT to this effect. Please refer to this agreement regarding payment arrangements.

2. Sellers & Products

- 2.1 **Sales items:** Your booking will be taken on the basis of the information given. You will not be able to display or sell items not listed on your **Application to Trade Form**, or which the organiser feels to be inappropriate. The Market Manager on the day can and will ask an individual to remove goods from their stall immediately if not listed on their original **Application to Trade Form**, and failure to do this could result in losing a pitch on this market permanently.

Please note that an individual trader's stock must reflect their 'Business & Product Details' on their completed and most recent 'Application to Trade Form'. Any major changes to a trader's range of goods must be approved by SMT in writing.

- 2.2 **Returns Policy:** Note that SMT is not responsible for dealing with customer returns or issues with products sold, all individual traders **must** have their own returns policy.
- 2.3 **Restricted sales:** All goods on sale must comply with national and local laws and regulations with regards to restricted items. Examples of restricted items include, but are not restricted to; weapons, drugs, tobacco (including vaping products), alcohol and knives. We ask that any electrical products sold are safe and properly maintained (note that we do not accept responsibility for faults found with any items sold by individual traders, that responsibility lays solely with the trader).
- 2.4 **SMT Ivory Policy:** In response to the already strict regulations inflicted on the sale of ivory products and the growing cause for a total UK ban, SMT does not permit the sale of **any** ivory products, or items with ivory in them on any of our markets. This policy also includes any other products that may be sourced from poached or trafficked animals, such as rhino horn or tiger skins.



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- 2.5 **SMT Fur & Animal Products Policy:** Due to public demand, the sale of animal fur is now prohibited. This includes, but is not restricted to, such things as taxidermy items, rabbit's feet and fur garments even if those items are genuine vintage or antique. We reserve the right to refuse or ask a trader to remove any items we feel do not comply with the guidelines outlined in our ***Application to Trade*** and updated ***Terms and Conditions*** forms. Failure to comply may result in the trader being refused permission to trade.
- 2.6 **Offensive Material:** SMT reserves the right to prevent or prohibit the sale of any items deemed by us to be likely to cause offence to members of the general public. This would include, but is not restricted to, images or text of an obscene or violent nature, images, text or items that could be viewed as racist or sexist and anything that appears to promote discrimination.
- 2.7 **Single Use Plastics:** In the interest of the environment, SMT ask that wherever possible, traders limit their use of single use plastics.
- 2.8 **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.
- 2.9 **Pictures/Media.** SMT reserve the right to use any photographs sent to us by traders in promotional activities for the market.

SMT organise and run the markets on behalf of local councils. Each council reserves the right to make changes to the market regarding both the layout and the goods and services offered on the market, at any time.

3 Setting up & Packing away

- a. **Joining Instructions:** Once booking is confirmed you will be sent joining instructions for the market which will include address, post code and time of arrival. You can arrive on site to set up your stall within your allocated time slot.
 - b. To unload, park as close as possible to your stall, being mindful of health and safety issues. ***Do not block the access of any local residences or business premises.***
 - c. Respect the need for access of other traders.
 - d. All vehicles must be removed to suitable local parking areas by the time advised. Please be aware of parking charges. See the market joining instructions for further information.
 - e. Vehicles must not return to the market area until the close of trade (refer to the specific market joining instructions as this time may vary).
- In the event of adverse or severe weather conditions the market manager on the day may call for the early closure of trade, when individuals will be asked to bring on vehicles early.***



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- f. **Gazebo:** On markets where a gazebo is provided, a 3m x 3m gazebo will be supplied for each trader and will be set up in situ before the trader arrives. SMT are responsible for supplying the gazebo **only**. Traders must bring their own rails, tables, equipment etc.
- g. Pitches are not currently numbered; the market manager will allocate your pitch on the day. Regular traders will be given the same pitch each time whenever possible but this cannot be guaranteed. If you have an issue with the location of your pitch, or the gazebo please call the manager on the day. Note that once erected by SMT gazebos must **not be** moved by the traders. 15ft and **double** (20ft) pitches may be arranged in advance, though not all pitch locations will be suitable for this.

On markets where a gazebo is not supplied, the trader is responsible for the safe erection of the gazebo. SMT will advise where gazebos are positioned and reserve the right to have the trader moved to another pitch if required.

- h. **Gazebo Sides:** We do not supply side sheets, we would ask all traders who need them to supply their own.
- i. **Weights:** We expect all traders to supply their own weights as we do not supply them under our current contract. If you require assistance loading/unloading weights, please call the manager on the day.
- j. **Electricity:** Electric power is not usually supplied to non-food traders, Food traders may request this but we cannot guarantee it will always be available.

4. SMT Traders Code of Conduct

4.1 We expect each Trader to have their exhibits on display on their pitch and in full view throughout the advertised hours of the market.

- a. 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.
- b. Unless otherwise agreed by the organiser, all exhibits and displays must be within the 3m X 3m allocated pitch space.
- c. To pack up and leave prior to closure of any market is not allowed without the agreement of the Market Manager. Doing this can result in cancellation of any future bookings with no refund.
- d. 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.



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4.2 It is the trader's responsibility to ensure that they are adequately covered by their own insurance and that a copy of their current public liability insurance certificate is available for local authority inspection at all times. This should have a minimum value of £5M. The organiser does not hold any liability for any trader or their products.

- a. 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 or failure of subcontractors or agents to perform.
- b. The Organiser does not provide insurance cover for theft or damage to Trader's stock and recommends that they take adequate insurance against all risks.
- c. 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.
- d. A copy of the Trader's insurance certificate and/or insurance policy is required on Registration.

4.3 Before trading on any SMT market each trader must have:

- a. Filled in the application form, signed it and sent it either by email to smtmarkets@gmail.com, or by post to the address in the footer of this page.
- b. Listed the goods they wish to sell on the **Application to Trade** 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 prior to the event.
- c. Sent a copy of their current public liability insurance, to a minimum of £5 million, with their booking form on registering as a trader.
- d. Signed and returned a copy of these Terms and Conditions.

4.4 All traders are expected to treat market employees, customers, other traders and members of the public with politeness and respect at all times. Rude and abusive behaviour by any trader to anyone else, will not be tolerated and that trader will be asked to leave the market and may not be allowed to return.



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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

Southern Market Traders Booking Office hours are as follows:

Bookings /Enquiries 07585 123 583 Tue – Fri.. 10am – 4pm

You can e-mail bookings at smtmarkets@gmail.com and we will call you back. Please note that your message will be acknowledged during office hours only.

Thank you.