APPLICATIONS

By submitting an application you are agreeing to abide by the terms and conditions set out below.

Salisbury City Council will notify you to confirm that your application has been received. Please note that submission of an application does not guarantee a pitch at our Event. The Council will review all applications to ensure suitability.

The Council will confirm successful application has been successful. If you haven't heard back from the Council on this occasion you will have been unsuccessful.

Due to the volume of interest in our Events, we regret we are unable to provide feedback on individual applications.

PAYMENT

Please do not send payment with your completed application.

If your application is successful, an invoice will be provided to you and payment will be required within 7 days of the invoice date.

If a booking is made within 7 days of the Event taking place, payment will be required immediately (payment will not be able to be made on the day of the Event).

Failure to pay within this time will result in your application being cancelled and the space being reallocated.

POSTPONEMENT OR ABANDONMENT

In the event of postponement or abandonment for any reason whatsoever, or in the event of failure or curtailment of any supplies, services or facilities afforded to the stall holders due to strikes, lock-outs, bad weather, acts of God, third party or other circumstances, at any time, The Organisers shall in no way be held responsible for any expenditure, loss, damage or liability sustained or incurred by the stall holders prior to, during or after the event. Pitch fees may be transferred to the next market you are attending. If you are not attending any other Event a refund will be made.

ELECTRICITY

No generators or engines will be permitted, if any stall holder wishes to bring battery powered displays and equipment, this must be agreed in advance in writing with The Organisers.

All Traders using the Council power supply need to ensure that all portable appliances (light fittings, computer tills, scales, music systems, refrigeration equipment etc) have been Portable Appliance Test (PAT) within the last year, and can provide evidence of such.

The Council cannot guarantee the use of their electrical supply to any stallholder and can refuse allocation of power.

SUBLETTING

Stall holders are not permitted to sublet, sub-contract nor share any part of their allocated site.

HEALTH AND SAFETY

Salisbury City Council regard with the utmost importance the Health and Safety of employees, our customers and the public who attend the Event. The Council will do everything reasonably practical to prevent injury to individuals and to protect employees and property in general.

Stall Holders must take responsibility for health and safety and abide by the appropriate regulations and codes of practice. Traders will be responsible for the management and removal of their own waste: except where specifically agreed by the Event Manager.

CANCELLATION

If you are unable to attend the market, you must let us know 7 days before the event in writing.

If for any reason you are unable to attend the market on the day due to illness or the like, please contact us by phone or text to let us know so we can make adjustments to the layout accordingly.

Please note that your stall fee is non-refundable.

In the unlikely event that Salisbury City Council has to cancel the market for reasons such as adverse weather conditions, you will be contacted in the morning of the Event to make you aware. Salisbury City Council cannot be held liable for any travelling expenses you may incur. Payments received will either be transferred to another market date you are booked to attend or refunded.

CONDUCT OF TRADERS

A Trader must conduct themselves in a manner befitting an Event managed by the Council and in accordance with these terms and conditions.

Any use of offensive language or any act which may cause offence to other traders, member of the public or the Council employees or representative of The Council is strictly forbidden. Such behaviour will result in you being asked to leave the Event.

COMPLIANCE

All traders shall observe and comply with, in addition to these terms and conditions, all relevant laws and other directions, codes of practice or guidelines imposed by The Organisers and/or any law or other competent authority applicable to the Event.

LIABILITY/INDEMINTY

The Organisers, its officers, staff, and representatives shall not be liable for any loss, theft, damage or injury to persons or property on the site. The stall holder will assume full responsibility for any third party claim arising from his/her own exhibit or conduct. The stall holder hereby agrees to indemnify the Organiser against any loss claim or damage to the property of the trader and for the death of or injury to the trader except where such claim shall arise out of the negligence of the Organiser.

INSURANCE

A trader shall provide adequate insurance to the Council's satisfaction to cover such indemnity and must produce to the Council's officers on demand evidence of third party public liability insurance to a minimum of **£5million**.

DISCLAIMER

The Organisers, its officers, employees, agents and representatives shall have no liability whatsoever in respect of all and any action, claim, demand, proceedings, costs, expenses, fines, penalties loss or damage whatsoever arising out of or connected with the participation by any person firm or company in whatever capacity in the event including but not limited to arising or resulting from or connected with the loss injury or damage sustained by or to any third party, any refusal by insurers to meet in full or in part or at all any claim or the seizure or taking of possession of any equipment. This shall not operate or be construed to operate to exclude or restrict the legal liability of The Organisers for death or personal injury caused by its negligence. Each entrant for itself and all those for whom it is directly or indirectly responsible shall indemnify and hold The Organisers harmless from and against all costs and expenses of whatever nature, actions, proceedings, claims, demands and damages made against SCC. The Organisers, its offices and/or representatives arising from any breach of its obligations to The Organisers or from any acts or omissions on the part of the entrant and/or those for whom it is so responsible.

DATA PROTECTION

The data we will gather and hold will be managed in accordance with the Data Protection Act 2018 and General Data Protection Regulation (GDPR) 2018. Salisbury City Council will not disclose or share personal information supplied by you with any third party organisation without your consent.

FOOD TRADERS

All traders handling and preparing of food must comply with current food hygiene regulations.

All food traders must be registered with their local authority* as a food business. The registration must cover the scope and nature of the activities undertaken at the Event. (*mobile food businesses are required to register with the local authority in which they store their equipment.)

Food traders must make the City Council aware of any change in their National Food Hygiene rating as shown on the Food Standards Agency Website. All food traders must have sufficient food hygiene training to allow them to handle and prepare food safely. The food standard rating must be rated at **3 or above**. Please also refer to our **Food Trader Guidelines**, shown below.

Food Trader Guidelines

Traders handling open foods must have their own facilities solely for the hygienic washing and drying of hands. This means having an adequate volume of hot and cold water available for hand washing, a suitable receptacle in which to wash hands, and hygienic means with which to dry hands for example, paper towel. This does not apply to those traders selling uncut fruit and vegetables, fully packaged foods, dry goods such as pulses and grains or bread.

Traders must ensure that all food contact surfaces (e.g. tabletops, table covers, storage containers and displays) are in a good condition and be easy to clean and disinfect. Surfaces must be smooth, washable, and constructed of non-toxic materials.

Where necessary traders must have an adequate volume of hot and cold water available for cleaning; and where necessary disinfecting working utensils and equipment; and a suitable receptacle in which to clean these items and hygienic means to dry them.

Where foodstuffs are cleaned traders must have adequate means to do so hygienically.

Trader must make adequate arrangements and/or facilities for the hygienic storage and disposal of hazardous and/or inedible substances and waste (whether liquid or solid).

Food traders must display and store high risk foods below 8°C at all times. Traders must have an accurate means to check the temperature of their chilled foods and records of those checks. Chilled foods which achieve a temperature above 8°C must be thrown away after 4 hours. (Please note that both the time and temperature requirement are set out in law. Accurate means a probe)

Food traders must display hot foods above 63°C, if they fall below 63°C they must be thrown away after 2 hours. Traders must have an accurate means to check the temperature of their hot foods and records of those checks. (Please note that both the time and temperature requirement are set out in law. Accurate means a probe)

Please note that this is not an extensive list and you should abide by all regulations related to your business. If in doubt, please contact your local authority who should be able to assist.