



LEAFHOUSE

## VENN STREET MARKET: Terms & Conditions

### 1.0 Definitions

1.01 In these terms and conditions the terms you or yours refers to the person or organisation that is applying for a pitch to trade from.

1.02 Venn Street Market is the trading name of Leafhouse Ltd.

### 2.0 Application

2.01 A signed copy of these terms and conditions, together with your completed application form, a copy of your Public Liability and Employers Liability insurance certificate (if necessary), PAT certification (if necessary), Corgi certification (if necessary), Risk Assessment and Fire Risk Assessment (if necessary), a copy of your Food Hygiene rating certificate (if necessary) and a copy of your local authority registration (if necessary) must be received before any application can be accepted. We also require a menu list or product list, a price list and a list of your ingredients.

### 3.0 Payment and Litter Bond

3.01 Pitch fees must be paid in full before you will be allowed on site. All payments must be made in advance and no later than the Wednesday before market days.

3.02 An additional payment of £100 must be received by the second event date (after the first trial). It will be returned to each trader if they stop trading at the Market. This payment is a 'Litter Bond' payment to ensure that your designated pitch has been left tidy and in good order; that you are following the parking plan by using the loading bay only and exiting Venn Street after loading/offloading via Bromells Road only (it is a one way road), and to prevent cancellations. If your designated pitch has not been left tidy or you are seen loading outside the loading bay or driving away after loading out towards Clapham High Street, then Venn Street Market retains the right to cash your Litter Bond. (The Market provides each trader with waste bags which must be left in the designated space as specified by Leafhouse Ltd). The Litter Bond may also be cashed if a trader makes a cancellation i.e. when off sick, lack of staff, holidays etc - traders will be charged half their pitch fee when absent and this is cashed from the Litter Bond. If a trader is absent for any reason when expected and they don't pay the half pitch fee, we may be unable to hold their place and position in the market.

### 4.0 Insurance

4.01 You are obliged to take out insurance to cover any hazard or loss which may occur at the Market. This must include public and employers liability insurance for no less than £5,000,000 or an amount that you feel commensurate with the risk. A copy of your insurance certificate must be sent with your application, no applications will be accepted without insurance details.

### 5.0 Losses

5.01 You agree that Venn Street Market or any of their designated representatives are not responsible or hold any liability for any financial losses; for any loss or damage of your

equipment, goods or personal belongings; personal injury of representatives working for or connected to you or for any members of the general public attending this Market which are directly or indirectly incurred by you whatsoever.

## **6.0 On Site**

6.01 Venn Street Market and their designated representatives are solely responsible for the allocation of pitch sites.

6.02 You may not sub-contract your stall or any part of your stall.

6.04 Only recyclable or biodegradable packaging is allowed on site. No plastic bags or polystyrene. You may find this site helpful: <http://www.recycle-more.co.uk/>

6.05 No amplified music or PA systems are permitted.

6.06 No animals or pets are allowed on site. Any animals brought onto site will be removed at your own expense. Failure to do this will result in your expulsion from site, with Leafhouse Ltd entitled to retain your full pitch fee.

6.07 You are obliged to keep the area directly in front of your stall tidy and free of rubbish.

6.08 Care should be taken not to cause any damage or change to the site, including the grass in public areas, or to any of the fittings, equipment or any other property belonging to the site or to Venn Street Market or their designated representatives. You shall pay for any damage, including accidental damage caused.

6.09 You shall ensure that your designated pitch has been left tidy and in good order and that Venn Street Market or their designated representatives have deemed it so. Any cost for cleansing your site will be charged to you which will include failing to dispose of waste oil appropriately, or leaving gas bottles behind.

6.10 All hot food traders and traders selling oils and liquid goods must use protective flooring in and around their pitch to protect the ground from any spills of fatty produce. Failure to do this will result in your expulsion from site, with Leafhouse Ltd entitled to retain your full pitch fee.

6.11 You are not permitted to make any recordings or broadcast of the event. All images and sound recordings remain the property of Venn Street Market.

6.12 Venn Street Market reserve the right to cancel a traders pitch at any time due to adverse weather that results in space not being available.

6.13 Trading may only take place during permitted times.

6.14 Except by prior written agreement from Venn Street Market, trading may only take place from stalls and canopies provided by Venn Street Market.

6.15 Vehicles are only allowed on site for loading and unloading during specified hours. Trading may not take place from vehicles except by prior written consent from Venn Street Market.

6.16 As representatives of Venn Street Market we expect traders to maintain the highest professional conduct at all times. Any traders that act in a manner that causes the market to be brought into disrepute, risk loss of pitch. Any complaints directed towards a trader should be reported immediately to the market manager to enable them to be correctly dealt with.

## **7.0 Fire / Gas / Electricity / Water**

7.01 You must supply a completed fire risk assessment (as part of this application form).

7.02 All gas appliances must comply with the relevant regulations and must be certified by a registered Corgi engineer. Corgi testing must have taken place within the last 12 months.

7.03 All stalls must supply a 5kg dry powder fire extinguisher and a fire blanket.

7.04 Your site fee does not include electricity. You must order and pay for your electricity in advance.

7.05 All electrical equipment used within your stall must have portable appliance testing (PAT) certification from a qualified electrical engineer. PAT testing must have been carried out within a year of event date. Copies of certification must be sent with your application. No applications will be accepted without PAT details.

7.06 All wastewater must be disposed of carefully and appropriately.

## **8.0 Cancellation charges**

8.01 For any time off eg late cancellations, off sick, lack of staff, holidays etc, traders will be charged half the pitch fee when absent. We will no longer charge a full fee for late cancellations - this fee will be reduced to half the pitch fee and this will include all other reasons for time off. If a trader is absent for any reason when expected at the market and they don't pay the half pitch fee, we may be unable to hold their place and position in the market. Therefore if you decide to give notice for days off, we will charge you half of your pitch fee for each trading date away.

## **9.0 Health and Safety**

9.01 You must supply details of your registration with your local authority on application. No applications will be accepted without registration details.

9.02 Ensure that all working practices comply with the regulations as outlined in the Management of Health and Safety at Work Regulations 1999.

9.03 Ensure that all working practices comply within the regulations as outlined in the Manual Handling Operations Regulations 1992.

9.04 Ensure that all working practices comply with the regulations as outlined in the Personal Protective Equipment at Work Regulations 1992.

9.05 Ensure that all working practices comply with the regulations as outlined in the Provision and Use of Work Equipment Regulations 1998.

9.06 Ensure that all working practices comply with the Food Hygiene (England) Regulations 2006.

9.07 Ensure that all working practices comply with Regulations (EC) No 852/2004 on the hygiene of foodstuff.

9.08 Ensure that all delivery, storage, containment, usage and removal of flammable liquids comply with the regulations contained in the following: The Management of Health and Safety at Work Regulations 1999, The Health and Safety at Work Act 1974, Highly Flammable Liquids and Liquefied Petroleum Gases Regulations 1972.

## **10.0 Risk Assessment**

10.01 Venn Street Market reserves the right to close the market if the market operator feels that weather conditions on the day are too severe to trade i.e. high winds, blizzards etc. The positioning of the stalls will be managed by the market manager and placed in a safe area.

## **11.0 Non-compliance**

11.01 Venn Street Market and their designated representatives reserve the right to remove you from the market site if you do not comply with the obligations as outlined within this document.

11.02 You may not be permitted to operate your stall or outlet if you do not satisfy the licensing requirements of the Local Authority. Venn Street Market and their designated representatives cannot accept any responsibility or liability if this situation occurs.

11.03 You agree to abide by the above clauses of 1.0 - 11.03 and indemnify Venn Street Market and their designated representatives against any claim, loss or liability arising from a breach of the above clauses/regulations.

11.04 Venn Street Market reviews all applications every 3 months and the offer of any pitch is solely up for review by Leafhouse Ltd.

**Declaration**

I / we understand our obligations and regulations as laid out in this agreement and hereby undertake to abide by them and the instructions of Venn Street Market their designated representatives.

Signature	
Print Name	
Trading Name	
Position in business	
Date	