

BIDFORD VILLAGE MARKET

GUIDELINES, CRITERIA, TERMS & CONDITIONS

PLEASE READ THESE GUIDELINES CAREFULLY AND FOLLOW THE STEPS BELOW TO COMPLETE YOUR APPLICATION.

STEP 1: Visit Bidford Village Market so that you can get a good understanding of what we already offer, and what we are looking for.

STEP 2: Once you have read our Criteria and Terms & Conditions, complete the application form.

STEP 3: Once you have submitted your form, it will be assessed. You will not need to contact us again, as we email all applicants, whether successful or otherwise, to notify them of the outcome of their application.

STEP 4: If you have been successful, we will then notify you as to which upcoming dates we can offer you, or whether you are on the waiting list.

Please note that...

- Submitting this form does not automatically guarantee you a place at the market.
- All stallholders, new or existing, **MUST** re-apply for each new calendar year. We start each new year afresh with a new stallholder list and reserves list. A successful application in a previous calendar year does not automatically guarantee a pitch in subsequent years.
- We encourage you to give as much information in your application as possible, with reference to the criteria (outlined below) in order to help us make our selection. Please give as much information in your form as possible.

OUR CRITERIA

Please see below for the different areas of the market, and our criteria for those wishing to trade. Please note, in all categories, businesses based in Bidford-on-Avon will get preferential consideration.

Pitches are awarded according to quality of product, and to ensure an even range of product type throughout the market.

We look at all applications on an individual basis, but will not consider those from stallholders wishing to sell mass-produced, wholesale/resale or bulk-imported items.

If you have any questions regarding our application process or criteria, please email us at deputy@bidfordonavon-pc.gov.uk

Food and Drink

We are looking for those who...

- Hand-produce their dishes / products
- Use local, seasonal, ethical and fairtrade ingredients
- Demonstrate strong ethics with regard to sustainability, the environment and animal welfare
- Use recyclable or biodegradable packaging, cutlery and containers
- Offer new, interesting and innovative produce or cuisines
- Offer an interesting, eye-catching display of their products
- Have a food hygiene rating of 4 or above

Please note: Due to licensing, stallholders wishing to sell alcohol must obtain a TEN once you have been notified of a successful application.

Designer/Makers

We are looking for stallholders who:

- Offer products made with skilful, innovative design
- Are knowledgeable, passionate and skilful craftspeople
- Deliver an interesting and eye-catching display
- Adhere to environmental and ethical principles
- Use recyclable, biodegradable or recycled packaging and customer bags

PITCH INFORMATION

Standard pitches are 3m x 3m and include a gazebo and table. Stallholders wishing to use a trailer/van must be agreed in advance.

Exact pitch locations are determined by the Bidford Village Market Team according to a number of factors. It is not possible for stallholders to occupy one pitch permanently or to request exclusivity but regular stallholders can request to be kept within the same area at each market.

Pitch Fees 2027

Please note, we reserve the right to amend pitch fees within 28 calendar days' notice of any market date.

Provision / Maker pitches

3m x 3m (gazebo and table):

- £200 for all 10 Markets
- £135 for 6 Markets
- £25 for markets booked on an ad hoc basis

Charity pitches

Please note, only 1 charity pitch is available per market.

- Bidford-on-Avon Charitable Organisations (any not-for-profit group with charitable aims) - Free of Charge
- Non Bidford-on-Avon Charities (Registered charities, CICs, CIOs only) - Free of Charge

STALLHOLDER REQUIREMENTS

- All stallholders must carry up to date Public Liability insurance of at least £5 million.
- All stallholders must ensure that they meet our requirements regarding health and safety, and stallholders providing food or drink must meet our food hygiene standards. Please read the relevant section on the Terms and Conditions.
- The market hours are 9am to 1pm. Stallholders must be set up and ready to operate by 8.45am, and must remain pitched until 1pm.
- All stallholders must thoroughly read and adhere to our Terms and Conditions. Failure to do so will result in individuals not being invited to stand.

FULL TERMS & CONDITIONS

1. GENERAL

1.1 Bidford-on-Avon Village Market is operated by Bidford-on-Avon Parish Council (BPC)

2. APPLICATIONS

2.1 Existing and new stallholders must apply online using the application form available on our website.

2.2 Submitting an application and meeting our criteria does not guarantee you a pitch. We allocate pitches according to how closely applications meet our criteria and we look to create a balance of products across each market. We will notify you by email if you are successful in securing a pitch.

3. PITCHES

3.1 The standard size of a pitch is 3m x 3m and includes a gazebo and table.

3.2 Pitch locations will be decided by the Bidford Village Market team.

3.3 Pitch locations will be finalised 10 calendar days before the market. Applications submitted after this time will only be considered if there is still space or a cancellation.

4. FEES & PAYMENTS

4.1 PITCH FEES

4.1.1. STALLHOLDERS PROVIDING AMBIENT/COLD FOODS, PROVISIONS, NON-FOODS

3m x 3m (gazebo and table):

- £200 for all 10 Markets
- £135 for 6 Markets
- £25 for markets booked on an ad hoc basis

4.2 PAYMENTS

4.2.1 All stallholders must pay in advance to confirm their booking no later than 10 working days from invoice date.

4.2.2 Our account details will be on the invoice. We do not accept payment by cash, cheque or PayPal.

4.2.3 If we do not receive payment for a pitch fee by due date the booking may be cancelled and space allocated to waiting list applicants.

4.2.4 Stallholders may be moved onto a waiting list for future dates if they have previously paid late or failed to attend a booked market.

5 SET-UP & BREAKDOWN

5.1 Stallholders may arrive no earlier than 7.30am on the day of the market and must arrive to set up no later than 8am. Anyone arriving after this time may be prevented from accessing the site and will forfeit their pitch.

5.2 Stallholders must be ready to operate by 8.45am on the day of the market

5.3 During set-up and breakdown, stallholders are responsible for the safe movement, positioning and temporary storage of their equipment and stock. Trolleys, cases, stock, packaging and other items must not be left unattended where they may obstruct or endanger other persons.

5.4 Stallholders must not finish trading until 1pm on the day of the market, or unless otherwise instructed by the Bidford Village Market team.

6 ITEMS FOR SALE

6.1 Stallholders may only sell what is declared on their application. Any changes to your stock after applications have been approved must first be cleared with the Bidford Village Market team.

6.2 Any goods or services offered for sale to the public must be legal and comply with current Trading Standards and Environmental Health requirements

7 HEALTH AND SAFETY

7.1 GENERAL

7.1.1 Any goods or services offered for sale to the public must not present a hazard to the stallholder, market staff or the public.

7.1.2 Stallholders must keep their pitch and surrounding area in a safe and orderly condition. Stock, equipment, packaging, trolleys, cables, containers and other items must not obstruct pedestrian routes, access or egress routes, emergency routes, neighbouring pitches or other public or operational areas. Unless otherwise agreed with the Bidford Village Market team, all stallholder equipment and stock must remain within the allocated pitch area.

7.1.3 Alcohol producers/sellers must provide their own temporary events notice (TEN) to cover their pitch, and this must be available for inspection on market day.

8 FOOD HYGIENE

8.1 Stallholders providing food or drink must

8.1.1 have an appropriate food hygiene certificate (rating of 4 or above); you must notify us if your food hygiene rating changes after you complete the application form, failure to do so will result in future bookings being reviewed;

8.1.2 have at least one member of staff holding a minimum Level 2 Food Safety in Catering;

8.1.3 ensure all staff hold a minimum Level 1 Food Safety in Catering if they are preparing, serving and handling food – unless the food/drink is being sold pre-packaged;

8.1.4 be registered (and have been inspected) as a food business by an Environmental Health Officer within their local authority;

8.1.5 adhere to the appropriate regulations, provide documentary evidence of food hygiene training or adequate supervision for anyone handling food;

8.1.6 ensure that food and drink products are compliant with Trading Standards, be clearly priced and weights shown for pre-weighed items, and ingredients must be listed when made up of more than one item;

8.1.7 provide appropriate signage and training for staff in order that they can inform customers, as required, regarding any allergen ingredients in their products (further

information on allergen guidance for the industry and your responsibilities as a stallholder can be found on the FSA website at <https://www.food.gov.uk/business-guidance/allergen-guidance-for-industry>);

8.1.8 make provision for suitable storage of foodstuffs for the outdoor operation of your business and ensure suitable monitoring and recording systems are in place i.e., monitoring temperature and condition of food, protect from contamination etc.

9 INSURANCE AND LIABILITY

9.1 Stallholders must have and carry with them public, and if relevant, product and employers' liability insurance while trading at the market. Public Liability should be no less than £5 million. Without this, you will not be permitted to trade.

9.2 Stallholders are responsible for the safe condition, positioning, use, storage and removal of their stock, equipment, vehicles and other items brought onto or used in connection with the market. Stallholders must ensure that such items do not create a hazard or obstruct public areas, pedestrian routes, access or egress routes, emergency routes, neighbouring pitches or operational areas. Stallholders are liable for any damage, injury or other incident caused by their acts or omissions, or by their stock, equipment, vehicles or other items, subject to applicable law.

9.3 To the extent permitted by law, stallholders shall indemnify BPC and its officers, employees, representatives, agents, contractors and volunteers against claims, losses, damages, costs and expenses reasonably incurred as a result of the stallholder's breach of these Terms and Conditions, negligence, or the acts or omissions of the stallholder or anyone acting on the stallholder's behalf, including their employees, agents or contractors. Nothing in these Terms and Conditions excludes or limits liability where it would be unlawful to do so.

10 CONDUCT

10.1 Stallholders must be courteous at all times during the market.

10.2 All stallholders must prominently display the name of the business operating the stall and a price list/price labels for all products.

10.3 Stalls must be clean, attractively presented and safe. Work should be kept clean and tidy and packaging should be kept to a minimum.

10.4 All trading activity must be based at the space provided - roaming the market site to approach visitors is not permitted.

10.5 Stallholders are expected to staff their stall at all times throughout the duration of the market.

10.6 Smoking by stallholders and staff is strictly prohibited within the boundaries of the market site.

10.7 BPC operates a zero-tolerance policy to aggression. Any person acting aggressively to those at the market will be asked to leave and the police may be called if appropriate

10.8 BPC maintains the right to exclude a stallholder whose actions are not in the best interests of BPC or whose behaviour is aggressive or deemed by the organisers as unacceptable.

11 WASTE

11.1 Stallholders are responsible for removing ALL waste that their activities generate. This includes all food waste, packaging, unsold stock etc.

11.2 You must not place any waste in the street, public bins, commercial bins. The pitch must be left as found.

11.3 Note that the stallholder will be held responsible for any cost incurred by BPC in returning the pitch to the state it was found. Stallholders will be charged if you are found to have left any waste at the market.

13 CANCELLATIONS

13.1 CANCELLATION BY STALLHOLDERS

13.1.1 Cancellations must be made to the Bidford Village Market team by email at deputy@bidfordonavon-pc.gov.uk

13.1.2 If you are unable to attend, you are required to give at least 28 calendar days' notice.

13.1.3 Assessing applications, allocating pitches, invoicing and creating pitch plans incurs considerable administration costs that must be met even if a stallholder cancels their pitch. Your pitch is confirmed 7 working days after invoices are issued; any cancellations or no-shows after this time may be charged at full pitch fee.

13.2 CANCELLATION BY BPC

13.2.1 Bidford Village Market is an outdoor market which uses temporary structures and is therefore vulnerable to forecasted severe weather and other incidences of Force Majeure which may render it unsafe to operate the market. If the weather forecast details severe weather and/or wind speeds above the tolerance level for temporary structures then the market cannot go ahead and will be cancelled on the advice of the local Meteorological Office and BPC. In the case of Bidford Village Market being cancelled, stallholders will be notified BY EMAIL at the email address provided, by 5pm on the Friday before the market. Stallholders are required to check emails regularly for updates.

13.2.2 BPC is not liable for any costs incurred by stallholders due to a cancellation – stallholders should organise their own insurance policy to cover this.

13.2.3 Cancellation will only take place under the advice of BPC. Cancellation will not occur due to forecast rain.

13.2.4 You will be refunded your pitch fee in the event of BPC cancelling the market due to weather or other Force Majeure.

STALLHOLDERS WHO FAIL TO ADHERE TO THESE TERMS AND CONDITIONS OR ARE FOUND TO HAVE FALSIFIED THEIR APPLICATION WILL RESULT IN THEIR ALLOCATED PITCH BEING WITHDRAWN AND NO FUTURE PITCHES WILL BE OFFERED TO THE STALLHOLDER.

WE RESERVE THE RIGHT TO AMEND THESE TERMS AND CONDITIONS AT ANY TIME. WE WILL INFORM STALLHOLDERS IF WE DO SO, BUT IT IS ALSO THE STALLHOLDER'S RESPONSIBILITY TO REGULARLY CHECK FOR UPDATES.

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