Hedge End Christmas Market

Terms and Conditions

Reviewed and updated September 2026

1. DEFINITIONS

1.1. the **Council** means Hedge End Town Council.

1.2. the **Agreement** means these rules and regulations together with the Stallholder's completed and accepted application for Stallage Rights.

1.3. the **Booking Date** means the Market Date for which the booking was provided for.

1.4. **High Risk Food** means food that is ready to eat and is likely to support the growth of harmful organisms (usually bacteria) that could make consumers sick.

1.5. the **Market** means any weekly or monthly or ad hoc market organised by the Council in Hedge End.

1.6. a **Market Day** means a day when the Market is trading.

1.7. the **Market Manager** means the person or persons nominated to act in this role by the Council.

1.8. the **Market Site** means the place where the Market takes place.

1.9. a **PAT** means portable appliance testing.

1.10. a **Pitch** means a space on which a Stallholder may trade or such other spaces as the Council shall in its absolute discretion determine from time to time.

1.11. the **Stallholder** means the person in whose name any Agreement is made, who is responsible for compliance with the terms of the Agreement and anybody operating on his behalf.

1.12. a **Stall** means a commercial stall or gazebo, or at the discretion of the representative of the Town Council, an appropriate vehicle or trailer.

1.13. the **Stallage Rights** means the right to occupy a Stall on an allocated Pitch.

1.14. the **Trading Hours** are the hours that the Market is trading on a Market Day, more precisely defined in clause 5.

1.15. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.16. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. STALLHOLDERS RIGHTS AND RESPONSIBILITIES

2.1. Stallholders must be a minimum of 18 years old.

2.2. The Stallholder is not allowed to sublet or assign his Stallage Rights.

2.3. The Council reserves the right in its absolute discretion to refuse Stallage Rights to any person or persons for any reason(s).

2.4. The Stallholder acknowledges that the Agreement and Stallage Rights are personal to him, that he will be responsible for ensuring that his agents comply with the terms of the Agreement, and that he will be liable for any breach of the terms of the Agreement committed by whosoever.

2.5. The Stallholders may not permit any person other than himself and his agents to operate the Stall.

2.6. The Stallholder must complete the application form and provide any documentation specified.

2.7. The Stallholder must inform the council of any changes to their application and will be asked to confirm their records are up to date.

2.8. All Stallholders are required to comply with and ensure compliance by their employees and other persons acting upon their behalf with all the provisions of this Agreement, and all Acts of Parliament, statutory regulations, byelaws or rules and regulations made by a competent authority or notified by the council.

2.9. Hedge End Town Council and The Co-Op accept no responsibility for any loss, damage, theft or injury to people, property, vehicles or stock however caused.

3. Payment

3.1. The Stallholder shall pay the sum of thirteen pounds and forty-five pence (£13.45) per each $3m^2$ before 25/10/2026.

3.2. The Stallholder shall pay in advance either to the bank account nominated by the Council or by card payment at any time before 25/10/2026 in accordance with clause 3.1.

3.3. If the Stallholder fails to make payment due to the Council in accordance with clause 3.1 and 3.2 then this Agreement will be terminated in accordance with clause 15 (termination).

3.4. If the Stallholder disputes any payment/credit:

3.4.1. the Stallholder shall notify the Council in writing, specifying the reasons for disputing the payment / credit;

3.4.2. the Stallholder shall provide all evidence as may be reasonably necessary to verify the disputed payment/credit;

3.4.3. the parties shall negotiate in good faith to attempt to resolve the dispute promptly; and

3.4.4. if the parties have not resolved the dispute within 30 days of the Stallholder giving notice to the Council, the Agreement will be terminated.

3.5. All amounts to the Council by the Stallholder under this agreement shall become immediately due and payable on termination of this agreement for any reason.

3.6. The Christmas Market is pre-booked stallholders only, any stallholders who have not booked in advance will not be permitted

4. PITCHES AND STALLS

4.1. The Stallholder must provide their own stall/gazebo but must ensure it is in good repair and safe to use and have carried out a risk assessment that it is suitable for the weather conditions.

4.2. Gazebos must be used, unless prior approval has been sought from the Market Manager.

4.3. The Market Manager can refuse any stall that is not in a fit state of repair or safe to use. The council will not be liable for damages or injury as a result of items bought onto the site.

4.4. All Pitch equipment must be contained within the boundaries of the Pitch and must not block, or obstruct, public access.

4.5. A Stall or Pitch will be 3 meters squared and will not exceed this amount without prior agreement from the Market Manager.

4.6. The Market Manager may alter any Stall or Pitch location or change the layout of the Market Site on any occasion at any time for any reason.

4.7. Each Stall must display a sign identifying the Stallholder prominently at the front of their Pitch.

4.8. Charity stalls are free of charge but limited on a first come first served basis.

4.9. This is an outdoor market and as such lighting should be provided by the Stallholder. There are no power sources for the pitches.

5. MARKET DAYS AND TRADING HOURS

5.1. The Market will only open and trade on the dates and times agreed by the Market Manager.

5.2. The Market Site will be available for the Stallholder to set up between 2:50pm and 4:10pm on Market Day, as per Council allocation.

5.3. The Stallholder must stick to the designated Pitch as allocated by the Market Manager.

5.4. The Stallholders' vehicles must **not** enter the Market Site during trading hours but be parked a nearby car park except when the stall is a vehicle or trailer

5.5. All stalls that do not have a vehicle permitted to stay on site must move the vehicle by 4:30pm at the latest.

5.6. The Stallholder or his agent shall be in attendance during trade and shall only trade during the times agreed by the Market Manager.

5.7. Dismantling of Stalls must not commence before the agreed closing time unless otherwise directed by the Market Manager. Cars are not permitted on the market site during trading hours and items must be walked off site.

5.8. Traders are required to stay for the whole duration of the event, we do not allow people to pack up and leave early unless in extenuating circumstances and at our discretion.

5.9. The Stallholder must cease trading at 7pm and be clear of the Market Site no later than 7.30pm.

5.10. The Council will only be responsible for the site until 7.30pm on Market Day when it will be reopened as a car park.

5.11. The Market Manager may vary hours on any occasion at any time for any reason.

6. CANCELLATION

6.1. The Market Manager has the authority to cancel the Market for any reason.

7. INSURANCE

7.1. The Stallholder shall indemnify the Council, its employees and agents from and against all costs claims and demands in respect of death or bodily injury or damage to property of any third party.

7.2. For this purpose, the Stallholder must have a minimum Public Liability Insurance of five million pounds (£5,000,000) or higher (as otherwise required) with a reputable insurance company.

7.3. The Stallholder must submit a valid copy of his Public Liability Insurance with their application and produce valid proof of his Public Liability Insurance upon request and provide updated copies when they renew.

8. PLAN OF MARKET SITE

8.1. Please see Schedule 1

9. GOODS AND COMMODITIES

9.1. The Stallholder must clearly state the type of business and goods to be sold when applying for Stallage Rights and they must only conduct that type of business and sell those goods.

9.2. The Stallholder must obtain all necessary licences and consents relevant to the goods that they are trading.

9.3. If the Stallholder trades in foodstuffs they shall comply with all relevant provisions of the Food Safety Act 1990 and all other relevant legislation, regulations and current standards; and they must be registered with their Local Authority. Any Stallholder trading in High Risk Food must be in receipt of a valid and up to date food hygiene rating of no less than three.

9.4. The sale of tobacco, live animals, fireworks, offensive weapons, pornographic material, unsafe goods, illegal or counterfeit goods is prohibited.

9.5. The Stallholder shall not offer for sale any goods which by reason of size, smell, noise, condition, or nature are, in the opinion of the Council, objectionable for any reason.

10. INFECTIOUS DISEASES INC COVID-19

10.1. The Stallholder must comply with the relevant Government guidance and legislation relating to Infectious diseases including COVID-19.

11. HEALTH AND SAFETY

11.1. When driving on site, hazards must be on and all vehicles are restricted to driving at 5MPH.

11.2. It is the Stallholder's responsibility to ensure the Pitch is kept safe during the Christmas Market.

11.3. All Stallholders must undertake a health & safety risk assessment of their working methods and devise and apply suitable safeguards to minimise risks. The Council will not be liable for any items bought onto the market site.

11.4. Stallholders must consider appropriate hand washing and sanitizing facilities if applicable to their trade, particularly food stalls.

11.5. The Stallholder shall not use any generators on the Market Site without the prior written consent of the Market Manager.

11.6. No gas oil or electric fire stove or other heating or lighting apparatus is permitted without prior written consent of the Council and the Stallholder shall take adequate precautions at all times to ensure that no fire risks exist. Gas safety certificates must be submitted with the application if gas use is required.

11.7. Stallholders using gas, oil, generators or any cooking equipment must have appropriate firefighting equipment, which is regularly serviced and maintained.

11.8. Stallholders must provide appropriate first aid kits for their stall.

11.9. No boxes, stock or any article will be left in the designated passageway which must be kept clear and clean for the passage of pedestrians at all times and dropped kerbs must be free of obstructions for wheelchair access.

11.10. Any electrical cables must be organised in such a way as to avoid risks of tripping.

11.11. The Stallholder must ensure that all their operations in the Market including the trading complies with, where applicable, current food safety, health and safety and other relevant legislation including Safety at Work legislation. Supporting documentation to be submitted with application.

12. GOOD CONDUCT

12.1. It is the Stallholder's responsibility to ensure the Pitch is kept safe, visually attractive, clean and tidy and is left clean and tidy at the end of the event. Any refuse, litter or spillages must be taken away or cleaned up. All rubbish must be removed during and at the end of each Market.

12.2. Selling by amplification is not permitted. Any noise which may cause a nuisance, annoyance or offence to any person is not permitted.

12.3. The Stallholder shall not cause nuisance, annoyance or danger or interfere with any other person using or trading in the Market.

12.4. The Stallholder must trade from within the boundary of the Pitch and the Stall and must not erect additional tables, Stalls, barrows, advertisements or “A” boards in addition to the Stall.

12.5. The Stallholder must clearly display his refund policy on his Stall.

12.6. The Stallholder shall not conduct “Dutch” auctions or mock auctions or similar methods of trading.

13. PARKING

13.1. The Stallholder is required to park their vehicles away from the Market pitch. At the Market Manager’s discretion, the Stallholder is to park their vehicle as the Market Manager directs subject to having received the necessary approvals.

13.2. The Stallholder must notify the Market Manager on the application form should they require disabled parking. Allocation of an appropriate parking space will be given, where possible; Blue Badges must be displayed. Disabled parking spaces may be limited and cannot be guaranteed.

13.3. The Stallholder must notify the Market Manager on the application form if they have a high sided vehicle so that they can try and arrange suitable parking for the vehicle.

13.4. Should the Stallholder not notify the Market Manager of the need of a specific request regarding their vehicle and/or parking needs, there are no guarantees that suitable parking will be available on the day.

14. BREACH OF AGREEMENT

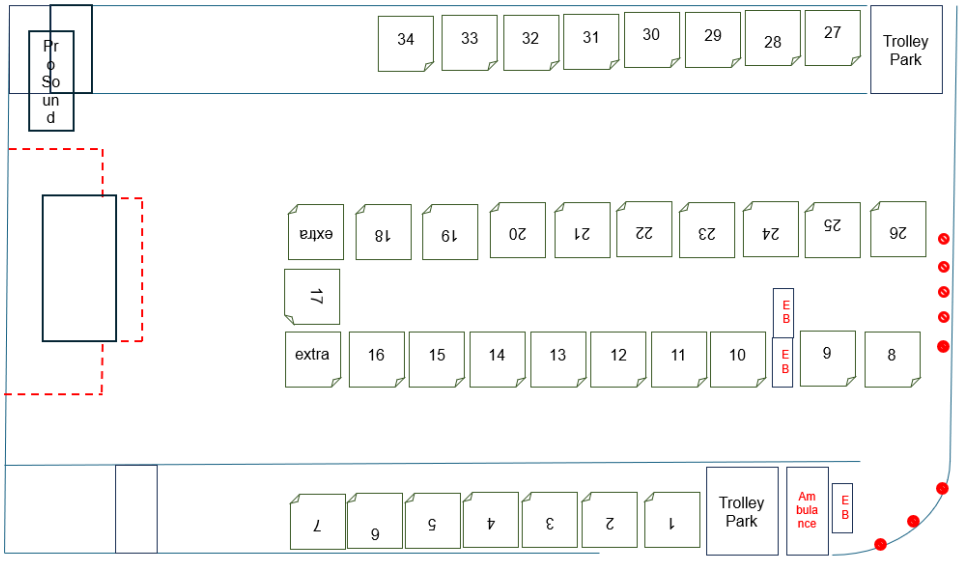
14.1. Except in the circumstances previously outlined where the Stallholder may be subjected to a written warning, breaches of the Agreement will normally be discussed with the Stallholder as soon as the Market Manager becomes aware of any breach.

14.2. If the Stallholder does not comply with a verbal request, or if a further breach occurs on the same day, then the Council will issue a formal written warning as soon as possible, detailing the breach complained of and setting out what the Stallholder is required to do and the Council reserves the right to terminate this Agreement.

15. VARIATION AND TERMINATION

15.1. The Council or the Market Manager may terminate the Stallholder's Agreement without notice where the Stallholder has provided misleading or inaccurate information to the Council or the Market Manager, following an adverse finding of a regulator (e.g. Environmental Health, DEFRA, etc), in the case of illegality, or in any other extraordinary circumstances.

16. DATA PROTECTION

16.1. The Council will only use your personal information in accordance with our Privacy Policy which is available at: https://www.hedgeend-tc.gov.uk/

Schedule 1- site plan