# The Pantiles Food & Craft Market



Thank you for registering to trade at The Pantiles Food & Craft Market. This market is organised by Upper Pantiles Events Limited, company registration 14552381 (UPEL). The Food & Craft Market is here to provide a selling opportunity for local food and craft producers, and we encourage the use of locally produced ingredients, where possible.

As a trader of The Pantiles, you are required to complete and keep updated your store page. This store page provides customers with the details of what you offer and how to get in touch when you are not trading. You are also required to select a service or product category that your business represents. You must also upload and provide an expiry date for your insurance document and any certification required to trade legally.

You will need public and personal liability insurance cover for a minimum of  $\pm 5$  million (and employer's insurance if necessary). This is usually around  $\pm 50 - \pm 100$  per year.

All bookings for the markets will now go through our online booking and payment process (pantilesevents.com). This includes an option to provide full payment or a 15% deposit of your pitch fee, assuming you are booking dates in advance.

# Market Stall Dimensions & Pitch Space

Our standard market pitch size is a 3m x 2m. If you require a stall in addition to a pitch, we will charge an installation fee. You are required to book a stall with your pitch when booking online, together with any power provision you may also require. The width of the frame, including pole width is 3075mm. Each pole is 25mm wide. Height from the top of the frame to the bottom of the frame is 1900mm. The table height is 780mm from the top of the table to the floor.

Instead of the stalls, you are also permitted to use your own 3m x 3m gazebo if you prefer. If you wish to use a gazebo, then please ensure that you bring your own weights as this site can be windy. Electrical supply is limited so please do let us know if this is required upon booking. If you have a 6m x 3m gazebo, this will be considered as a double pitch and should be booked as such.



# Market Pitch Fees + Trading Hours

Setup time: 7.45am to 9.45am Trading times: 10am to 4pm

Our 2024 rates are as follows, but may change with due notice:

### Standard Market Rate

| Non-food & drink: | £40 + VAT per day |
|-------------------|-------------------|
| Weekend rate:     | £60 + VAT         |
| Food & drink:     | £50 + VAT per day |
| Weekend Rate:     | £75 + VAT         |

Add-ons Rate

Stall installation: $\pm 10 + VAT$ 16amp power supply: $\pm 10 + VAT$ 32amp power supply: $\pm 20 + VAT$ 

## Christmas Market Rate

Please email your interest to attend this year's Christmas Markets to manager@pantilesevents.com.



# 2024 Terms & Conditions and Application Process

#### 1. Setup Times

We ask all our stall holders to **be ready for trading at 10am and not to leave before 4pm**. This is to save any inconvenience to other stall holders whilst setting up or packing away, and to ensure our shoppers have sufficient time to complete their purchases during the advertised times. Please ensure that you unload and remove your vehicle as quickly as possible. We take no responsibility for any parking offences.

#### 2. Pitch Allocation

You will be allocated a pitch by the Market Manager who will place you in a position best suited for your product and the continuity of the market. Any specific pitch allocation request will be considered, but not guaranteed. If you attend regularly, we will do our best to give you the same spot every market day, but sometimes especially due to the expansion of the market, there will be times you might be repositioned.

#### 3. Payment of Pitch Fees

**Payment of pitch fees will be CASHLESS** All payments for pitch fees are to be administered online only.

#### Non-refundable deposits

If you intend to make advanced bookings, you will be required to pay a 15% pitch fee for every advanced date you would like to book, or simply pay in full. Any bookings made with a deposit are non-refundable.

#### Payment cut-off date

All advanced bookings will require **payment 10 days in advance of your booking date**. Any bookings made within this period will require payment upon booking online. Any bookings that have not been paid by the due date will receive a **payment alert giving you 24 hours** from the time the notice was issued. If no payment is received on the Friday the week before the booking (cut-off date), your pitch will be cancelled automatically with any deposit(s) being retained. Any outstanding balances resulting in non-payment will still be due. No further bookings will be taken until the outstanding account is settled in full.



### 4. Pitch Penalties

**Rubbish:** Pitches that have left behind rubbish will be charged a clean-up penalty fee of  $\pm 15 + vat$ 

**Stall misuse:** Pitches which required a stall but who have misused the framework or tabletop boards will be issued a penalty fee of  $\pounds 15 + vat$ 

Late setup & early leave: Pitches that setup late or decide to leave before the times specified in point 1, will be subject to a  $\pm 15 + vat$  penalty fee, unless the Market Manager has granted specific permission

**Stall backs & sides:** If you request backs, sides or both from our storage facility (Friends Passage), you are required to return these items in the condition you found them. Failure to do so will result in being issued a penalty fee of  $\pounds15 + vat$ 

**Electrical supply:** If you have requested power provision as a part of your pitch booking, you are required to ensure that the equipment is PAT tested with evidence uploaded to your online account. Any cable which has been damaged because of misuse or faulty equipment, will result in a repair cost, or in exceptional circumstances a replacement cost, being applied.

**Note:** If you repeat any of the above, your penalty fee will double. If you repeat any of the above 3 times, you will be excluded from any further bookings.

### 5. Refund Policy

Full refund of pitch fee(s) will be issued if notice is received before the **'payment cut-off date'**, as detailed in point 3. Non-attendees will **not be refunded their pitch fee or deposit** if they have failed to notify the Market Manager before the 'cut off' date.

The 'cut-off date' will be Thursday, the week before your booking date.

### 6. Pitch Cancellation Notice & Exclusion

You are required to give as much notice as possible if you need to cancel your pitch booking. This should be no later than the day **before 'Payment cut-off date' or Wednesday the week before the booking date**. Any trader with 3 no-shows without cancellation in any one year will not be accepted back to The Pantiles Market for a period of 12 months.



# **Market Conditions & Guidelines 2024**

To book a stall at The Pantiles Food & Craft Market or any other specialist markets throughout the year, all producers must comply with the conditions and guidelines below.

- Only local producers and growers who are located within a 30-mile radius of The Pantiles may apply for a market stall. It is at the discretion of the Market Manager to accept any bookings of traders outside of this boundary.
- If the number of producers applying to attend a market on any given date exceeds the number of stalls available, then the decision of priority will be given by the Market Manager who will consider the variety and seasonality of the products.
- Produce should always be well displayed and presented with honest and informative labelling. Please refer to the Trading Standards website for more information. Only produce certified by a registered body can be labelled as organic.
- 4. All stalls and their surrounding area should be kept clean and tidy by the traders. Stall areas must be left clean at the end of the market and all rubbish must be removed. We also ask that any extras that the traders have borrowed, sides, backs of stalls must be returned to Friend's Passage at the end of the day. Failure to do this may result in the loss of this privilege and a penalty fine being issued.
- All food and beverage traders must follow the food hygiene guidance and comply with the current Food Hygiene Regulations and the provisions of the Food Safety Act (1990). All producers must comply with Trading Standards provisions whose requirements can be found on: food.gov.uk/about-us/key-regulations or email: EHAdmin@Midkent.gov.uk or telephone the local council on 01892 526 121.
- 6. Traders must not smoke whilst at their stalls or on the market.

- 7. Traders are responsible for safety and sanitation and must abide by the market conditions, the local authority guidance, and other relevant regulations.
- 8. All stall holders using bottled gas for cooking purposes must have a suitable fire extinguisher (within its service period) on their stall. You must also provide appropriate risk assessment and method statement (RAMS).
- All traders must maintain public, employee and product liability insurance for a minimum of £5 million and provide a copy to your online account for reference. This should also be kept up to date.
- 10. Traders may be asked to supply information to the market organisers about their trade for the purpose of evaluating the impact of the markets and for future planning.
- 11. Stall fees are to be paid via BACS at least 10 days prior to the booking date unless you are booking within the time, therefore payment will be required upon receipt of invoice.
- 12. Please note, if you are using your own gazebos on your pitch, you must ensure that you provide suitable weights to ensure it is safe and secure at all times. We do not allow spikes to be used as the area is hard surface.
- On Saturdays, stall holders must be set up no later than 9.45am with an arrival time between 7am and 9.30am. Sunday's setup time is between 8am and 9.30am. The market is open for trading between 10am and 4pm. Producers must not set up or close down during these hours or you will be subject to a '**Pitch penalty**'.
- 14. The Market Manager will be responsible for allocating stalls and will have the final decision on any placements.
- 15. All applicants must comply with all reasonable requests from The Pantiles Events & Markets and the Market Manager and their associates.



- 16. The Pantiles Events & Markets reserves the right to refuse to take bookings from any applicant or party. The Company will act in the best interests of the market to produce a balance of goods and services that do not overly conflict with each other or permanent traders at The Pantiles.
- 17. The Company cannot accept responsibility for any damage to any stall holders, goods or property and they trade entirely at their own risk.
- 18. It is the stall holders' responsibility to provide a safe environment around and inside their stall. If there are windy conditions, sufficient purpose-made weights must be strapped to the stalls. In the event of extreme weather, the Market Manager reserves the right to cancel the market or ask stall holders with unstable stalls to remove them.
- 19. Any no shows from traders will not be entitled to refunds. Unless we cancel the market ourselves, then there will be no refunds. If the weather is bad and a trader chooses not to attend despite the market taking place, then that is their decision, and we will not be issuing a refund.
- 20. No loud noise, playing of music or touting for business is permitted without explicit written permission from the Market Manager.
- 21. Stall holders must not do anything that will bring the event into disrepute. All stall holders must behave reasonably, not use foul or offensive language or behave in any intimidating or violent manner.
- 22. All stall holders must abide by all regulations, laws and bylaws including but not limited to all regulations concerning food hygiene, the environment, and product safety and the HS Work Act 1974. Failure to abide by these conditions may result in termination of this contract with no liability to the company. All certificates and licences must be produced for inspection.
- 23. The stall holder must keep the company fully indemnified against all loss, expenses, claims, costs including professional and legal, and damages. Plus any other liability awarded against or incurred by The Company, as a consequence of the direct and indirect breaches of these terms and conditions by the stall holder, or that arise as a result of the stall holder's operations, activities, omissions and acts while attending the event.

- 24. For the avoidance of doubt, all stock, consumables, vehicles, and personal belongings brought on site are the sole responsibility of the stall holder. UPEL cannot be responsible for any loss or damage regardless of cause. This includes any damage as a result of using The Pantiles' own stall.
- 25. The Company reserves the right to cancel the market or event. The grounds for cancellation may be because of but are not limited to, acts of God including weather, public demonstration, terrorism, mechanical failure or power loss. Full refunds will be issued if UPEL cancel any market or event. Arrangements will be made with each trader to either carry the funds owed to the next booking or issue a full refund into their nominated account. No cash refunds will be given.
- 26. The Company reserves the right to terminate the booking on any day of the event without any liability to the stall holder:
  - Should the goods and products which are intended for sale not match the event criteria or differ from samples or descriptions previously given.
  - ii. The stall holder is selling or dealing in an illicit material, stolen goods or banned substances
  - iii. The material or goods being sold are of substandard quality
  - iv. The goods and materials are in direct competition to other traders or stall holders
  - v. The stall holder has sublet all or part of their concession in any manner whatsoever

Cancellation of a booked market date must be notified to the Market Manager by Friday on the week before the booking date(s). If the trader fails to notify the Market Manager on 3 occasions then they will not be accepted back to The Pantiles Market for a period of 12 months.

27. Contravention to any of the above terms, conditions and guidelines may result in your application being refused and/or expulsion from the market or event.