

ORANGE PIP

MARKET
EST  2016

Terms & Conditions 2024

Definitions

Stallholder: refers to a trader who has booked and been allocated a pitch at Orange Pip Market.

Booking: by booking and being allocated a stall at Orange Pip Market, you are automatically agreeing to the following terms and conditions.

Allocation of Pitch: the Orange Pip Market team and their designated representatives are solely responsible for the allocation and positioning of pitch sites. These cannot be changed or amended once allocated.

Payment

Payment must be made at least 10 working days of the event day. If you are unable to attend following payment and intend to cancel, you must give organisers a minimum of 10 working days' notice for a 50% refund, in the instance of trader cancellation past this time no fees will be refunded. If the organisers need to cancel for any reason, they will try providing a minimum of 48hrs notice and all fees will be refunded, however, Middlesbrough Council hold the rights to cancel the event at any time. If a trader cancels more than twice in a season, without reasoning of extenuating circumstances, they will not be invited back to trade at Orange Pip Market.

Late Payment Fee

Traders who make a payment for their pitch fees less than 10 working days before the event date will be subjected to £20 late payment fee. This is a non-negotiable fee that will be added to the traders' original pitch fee and will need to be paid using the online payment platform.

Stallholder Cancellation

Stallholders must give a minimum of 10 working days' notice to cancel a pitch for a 50% refund. Failure to do this will result in the loss of your fee. If fees have not been paid upon cancellations event organizers hold the rights to restrict the trader's attendance to future events.

Market Cancellation

Orange Pip Market reserve the right to cancel in the event of a severe weather warning, external threats and/or on the advice of the Health and Safety Officials, Middlesbrough Council, Government, Police or Emergency Services. If the organisers need to cancel for any reason they will try to as much as reasonably practicable, provide 48 hrs notice and all fees will be refunded. Organisers reserve the right to cancel at any time up to the event opening time should conditions and/or circumstances dictate, within or not in the control of the organiser. In the event of a market cancellation, the

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organisers will refund any pitch fees paid but are not responsible for any damages, loss of stock or earnings.

Market priorities

Our priority is to achieve a well-balanced, attractive market with variety. Stalls are allocated entirely at the organisers' discretion. This is done to maintain high standards, diversity and quality of the Orange Pip Market offer. Organisers reserve the right to amend market set out should circumstances dictate this.

Trading times

Market trading times are: 11-6pm. In the eventuality that you sell out of stock before the end of the day, please ask one of the market stewards to inform the Events Manager, who will advise you.

Stallholders will not be able to de-rig until the public have egressed or the Events Manager deems it safe to do so. Stallholders are forbidden from bringing their vehicles into the site unless they have been specifically instructed to do so and have the full co-operation of operational staff.

Stalls / Stall Holders

Traders using outlets supplied by the organiser will find their stall clearly identified. These stalls should be left clean and tidy with all waste products removed. These stalls are not suitable for cooking in and are not able to have power supplied to them.

Traders using their own structures must have them correctly anchored and be able to evidence all wind loadings. All structures **MUST** be commercial and **NOT** domestic, for gazebos there should be a **MINIMUM** of 24kg of suitable ballast/anchorage/weight secured to each leg as per manufacturer's instructions. The advised method is with 2 interlocking weights that secure around each leg (see Fig. 1 Below). This information can be requested from the manufacturer of the structure. Maximum structure size will be 6m x 3m unless otherwise agreed with the organisers.

Fig.1



If traders do not bring the correct weights or structure, market staff will issue traders missing the correct equipment with the lone of the correct equipment on the event day at a charge/ fine of £5 per weight and £50 for the use of an industrial gazebo.

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Pitch areas must be left clean and tidy with all waste products removed.

All stallholders must supply portable hand washing and cleaning facilities where required.

All stallholders must identify within the application process the local authority they are registered with, a copy of their public liability insurance and evidence all food handling and hygiene information. Additionally, a valid risk assessment for your unit must be supplied.

Traders requiring an electrical supply will be charged at £10.00 per kilowatt +VAT or part thereof, plus VAT and administration charge. When requesting a power supply, the amount and type of appliances must be clearly shown within the application process. All appliances must have an in date Portable Appliance Test (PAT). Usage will be monitored per stall.

Any traders using gas supplies must produce the in-date Gas Safe certificate upon request. Any gas used on site must be secured and stored safely away from public access.

All allergen information must be clearly displayed.

No portable generators will be allowed on site at any time during Orange Pip Market.

Parking

Free parking for traders is available in the Teesside University Tower Carpark and is on a first come first served basis. Market organisers cannot be held responsible if there are insufficient spaces. It is also free to park in France Street Car Park (white bays near Cineworld).

Smoking

There is strictly NO SMOKING at the stalls. If you wish to smoke, please do it away from the market and ensure that your hands are clean when you return. If you cannot comply with this, we will not be able to offer you a stall. This includes the use of e-cigarettes.

Vehicle Access

You will be allocated an arrival and set up time as per your stall position. Your arrival and set up time will be sent to you prior to each market event.

Operational staff will be on hand to assist with vehicle ingress and egress. Your arrival, set up and exit times must be strictly adhered to. Failure to do this may mean you will not be able to trade.

Insurance

All stallholders must be in possession of a minimum Public Liability Insurance of £1,000,000.

We request that all traders serving hot food have a Public Liability Insurance policy with a minimum of £10,000,000. Electronic copies will be required each time you apply to trade at Orange Pip Market. Please ensure that these are valid and up to date.

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Risk Assessment

Stallholders will need to have an operational Risk Assessment for their activity and provide a copy to Middlesbrough Council with signed/dated evidence. Please ensure that your stall and the surrounding area remains free from any obstructions that may cause trips, slips or falls.

Trading Standards

Produce weighing, labelling and signage must comply with Trading Standards legislation.

Cleansing

Stallholders are solely responsible for keeping and leaving the area within and around their stall clean and tidy. At the end of trading, stallholders must ensure that all stall areas are swept, cleaned and refuse is bagged up and removed from the market.

Packaging: stallholders should encourage shoppers to use re-usable shopping bags, or to re-use carrier bags where practicable. All packaging should be kept to a minimum, reusing and recycling where possible.

We do not allow polystyrene on site.

Code of Conduct

We take a zero-tolerance approach to abuse of our staff or members of the public.

We will take action if we think a stallholders' behaviour is inappropriate, intimidating, harassing, abusive, or anti-social. This could include an initial warning, a final warning, and a banning order.

We reserve the right to involve organisations like the police in cases of extreme, or repeated, bad behaviour. This could result in more serious action being taken, for example a criminal investigation, an application for a civil injunction, or a fine.

Selling Alcohol

The event has a full premise license, which is active on Baker Street, Bedford Street and Albert Road or on Centre Square. The Designated Premise Supervisor and Open Spaces Licence Holder will be **Adam Henry**, the Event Manager, supported by the Production Manager and stewarding staff. Conditions of the Premise License are outlined below and must be followed accordingly.

If you are selling alcohol, YOU are responsible for your own alcohol delivery against the conditions below, UK Law's and regulations. By agreeing to attend as a trader at the Orange Pip Market and upon payment of all fees, you will be agreeing to all the conditions outlined below.

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Conditions:

1. Only UK 'photo card style' driving licence, valid non-expired passport and PASS approved proof of age ID to be accepted as a form of identification at the premise
2. All members of staff involved in the sale of alcohol to have received training which will include the laws relating to the sale of alcohol to persons underage, the sale of alcohol to anyone who appears drunk or the sale of alcohol to any persons believed to be purchasing alcohol on behalf of someone who is underage or drunk.
3. Training of staff will also include an age restriction policy (i.e Challenge 25) and will include the operation of the associated policy and ensure Challenge 25 Policy literature is clearly displayed within your stall.
4. Ensure that training records are kept and maintained by anyone intending to sell or supply alcohol. Records must be signed by members of staff who have received the training and the person who has delivered training. A copy of such records must be retained by the trader/operator and made available to Police or any other Responsible Authority upon request.
5. Any operator selling alcohol on the site to maintain a refusals book to record the details of incidents where a member of staff has refused to sell alcohol to a person suspected of being underage, drunk or buying for someone who is underage/drunk.
6. All tariffs to be clearly displayed.
7. Traders may only sell alcohol that has been agreed by organisers on application. Product lists must be supplied upon application.
8. All beverages must be served in plastic or cardboard recyclable glasses. Beverages in bottles and cans must be decanted before sale to the public.
9. Traders must clearly display 'challenge 25' messaging on their trading units.
10. Traders will be charged pitch fees with bar outlets being charged an additional 15% on gross take on the day's trading of alcoholic beverages.

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Pitch fees

The following pitch fees apply for 2024:

- i. Alcohol: £175 +VAT (+15% of alcohol revenue, to be invoiced post-event)
- ii. Arts and Crafts: £80 +VAT
- iii. Hot Food: £165 +VAT
- iv. Cold Food: £115 +VAT
- v. Sweets and Treats- £100 +VAT
- vi. Power (per kw): £10 +VAT

If you require a separate VAT receipt, please inform the events organisers in advance of the market date.