



SECTION 7 - Terms and Conditions

Introduction

Guildford Borough Council coordinates Guildford Cleaner Air Day in Guildford High Street. The Event Manager is responsible for ensuring the safe and efficient delivery of each event for the benefit of producers and customers.

The Guildford Cleaner Air Day is delivered in a public space on Guildford High Street under the terms and conditions set out in this document:

Producers, suppliers, and contributors are expected to have read, understood, and comply with these conditions and as instructed by the Event Manager &/or the Events Team.

1. Event Management

- 1.1. Guildford Borough Council is the holder of the Street Trading Licence for the Guildford Cleaner Air Day.
- 1.2. Guildford Borough Council Events Team are responsible for the day-to-day management and coordination the Guildford Cleaner Air Day event.
- 1.3. You will receive On The Day Information prior to the event giving you all the information you will require for the day.

2. Documentation, Legislation, and Compliance

- 2.1. When booking the event, stallholders must submit the relevant documentation prior to attendance of the event.

3. Insurance:

- 3.1. **All stallholders must be covered by public and product liability insurance with a limit of indemnity of £5million** for each aspect and must attach a copy with their booking form.

4. Food Safety:

- 4.1. All stalls must comply with current, applicable Environmental Health requirements and government guidelines as notified.
- 4.2. Anyone selling food or drink from a stall must comply with food hygiene legislation which is detailed further in the document.

5. Risk Assessments:

- 5.1. A Risk Assessment covering set-up, trading and pack-down at Guildford Green Day must be submitted as part of the Booking Form. If gas cylinders are being used to heat food the Events Team must be made aware, and a separate gas-specific risk assessment must be supplied as part of the certification. A separate Risk Assessment must be supplied for any equipment the producer is bringing to the market in addition to their standard trading Risk Assessment.

6. Compliance:

- 6.1. Any stallholder not adhering to any event rules, will be given one verbal warning. Failure to comply with a final written warning will result in being asked to leave the event.
- 6.2. Failure to comply with any of the food and hygiene regulations may result in the cancellation of the stallholder's booking.

- 6.3. The Council accepts no responsibility for loss or theft of goods while participating in Guildford Green Day. All stallholders must have adequate insurance policies in place.

7. Venue

- 7.1. The High Street has been chosen for the venue as it is the prime shopping location in Guildford. It is important to remember that it is also the permanent place of business for many shops and services, and we must try to always cause as little disruption to the normal trading of those businesses.
- 7.2. Our aim is to create an attractive atmosphere on the High Street to deliver a successful, educational, and fun event.

8. Traders Responsibilities

- 8.1. All stalls must display a business name and address and all products must be traceable.
- 8.2. Only good quality and fresh products should be sold.
- 8.3. Abusive language and behaviour will **not** be tolerated on the market under any circumstances. Non-compliance will result in the permanent loss of a place on the market.
- 8.4. Smoking is not permitted on or adjacent to any stall.
- 8.5. All payments must be made in accordance with the Terms and Conditions of Booking and by the Payment Deadline stipulated.

9. Event Cancellation

- 9.1. We reserve the right to cancel or curtail the event any time on the grounds of risk or health and safety concerns, or we consider it is not in the interest of the Council or the public to hold or continue with the event. Any payments made in advance for the event that is subsequently cancelled by the Council, will be refunded.
- 9.2. Our standard refund policy: We require notice of cancellation by 5pm on the Monday at least one week before the event date. Cancellations made after this date will not normally be entitled to a refund or carry over of payment.

10. Event Layout and Allocation of Stalls

- 10.1. The Event Organiser will produce a site layout plan and will allocate spaces and stalls. The event will be set out on both sides of the High Street and will extend the length of the "setted" section. Pitches will be placed in groups with appropriate gaps, to maintain free access to shops, disabled access routes and emergency vehicles.
- 10.2. Stalls must set up precisely in the position that has been allocated to them. Pitches will be marked out on the pavement on the day. Please be as neat as possible in terms of parking, unloading, etc.
- 10.3. Stalls should set up to serve customers towards the centre of the High Street rather than towards the pavement. In this way, shoppers will have more space to browse.

11. Provision and Types of Stalls

- 11.1. The outdoor environment for our events means traders/exhibitors must be prepared for all weathers and seasonal changes.
- 11.2. They must provide their own stalls with industrial strength gazebo or umbrellas. It is essential that all stalls are covered as far as possible.
- 11.3. Gazebos must be of a suitable design for a windy location and should be industrial strength pop up gazebo or Zapp umbrella style, not a lightweight framed stall. The use of full weights (i.e., minimum 12.5kg on each leg ideally) is compulsory at all markets/events irrelevant of weather conditions 25kg is preferable per leg). Failing to use full weights may prohibit stalls from trading on the day and be asked to leave the event. It could also make your Public Liability Insurance invalid.
- 11.4. Please note that standard gazebos and Zapp umbrellas (even when fully weighted) are not designed to cope with windy conditions. All traders/exhibitors are responsible for ensuring that their gazebo or umbrella is safe. The Council may not permit an inadequate gazebo at the start of the event/market or may instruct this to be dismantled during the day, as a precaution against accidents. The trader/exhibitor will then be asked to cease trading. Public safety is of paramount importance.
- 11.5. Please remember the High Street is hilly with an uneven surface. If it is critical your goods are displayed on a level surface, you will need to provide some means of leveling your stall/table.
- 11.6. Obstruction of the pavement and the centre of the road is strictly prohibited. Please contain your goods within the stall area you specified when booking and are allocated. Under no circumstances must goods be displayed or stored in the centre of the High Street or on the footway behind the stalls.

12. Event Hours and Setting Up

- 12.1. The event operates under the conditions of a Town Police Clauses Act 1847 Section 21 Road Closure Notice.
- 12.2. The road closure times are set to maintain access to the High Street for business deliveries.
- 12.3. Standard operating hours are from **10.00am to 4.00pm**. All vehicles must be off site during this time. Traders/Exhibitors must not set-up, take down or otherwise leave the event within this period. They **must not** start packing down and dismantling their stalls or leave the event before 4.00pm unless

instructed by the Event Manager on the day. All structures must be cleared from the High Street by 5pm before the road re-opens to traffic.

- 12.4. Traders/Exhibitors are expected to unload their goods and set up their stall without any assistance.
- 12.5. Set up time: 8.00am – 10.30am.
- 12.6. Vehicle access: From 8.00am to 10.00am.
- 12.7. Pack down: from 4.00pm to 5.30pm.
- 12.8. Event vehicle access: from 4.00pm (on Event Organisers instructions only).
- 12.9. High Street reopens to vehicle through traffic: 5.30pm.

13. Vehicle Access

- 13.1. Traders/Exhibitors arriving late will be refused access to the site for the safety of the public and other traders.
- 13.2. Traders/Exhibitors are responsible for the safe driving of their vehicle throughout the site.
- 13.3. When driving to unload goods, please drive slowly with hazard lights on and be considerate of others. Please park your vehicle neatly whilst unloading to allow other vehicles to pass and please watch out for hazards.
- 13.4. Please wait at any closed barriered sections for a steward to let you through.

14. Parking

- 14.1. No vehicles may remain in the High Street once the event is set up, except for designated vehicles agreed with the Event Manager.
- 14.2. The trader/exhibitor is eligible for a GBC Parking Permit for the day. This is at an additional cost of £10.00 to be requested and paid in advance.

15. Electricity Supply and Gas Power

- 15.1. There is no power or mains water supply on the High Street.
- 15.2. There are several personal water refill outlets throughout the town centre and in some businesses.
- 15.3. Please use manual or battery-operated scales and tills.
- 15.4. No generators are permitted on the High Street.

16. Public Conveniences and Water Supply

- 16.1. Public toilets are available next to the High Street through Tunsgate Arch (opposite the Guildhall). Normal opening hours are 7.00am to 5.30pm. There is a water supply available adjacent to the Tunsgate Public Conveniences.

17. Waste Disposal

- 17.1. Stallholders/exhibitors must be responsible for keeping the area around their stall tidy and for disposing of their OWN recycling and refuse when leaving.

18. Sustainability

- 18.1. Guildford Cleaner Air Day promotes a plastics free market. We request that food produce is packaged in plastic free, recyclable, compostable or reusable (such as a refill scheme) packaging wherever possible and waste is recycled where possible.

19. Emergencies

- 19.1. It is imperative that access for emergency vehicles is always maintained.
- 19.2. Please report any incidents or near misses to the Event Manager as soon as possible. Details will be available on the **On the Day Information** provided for the event nearer the time of the event.
- 19.3. In an emergency, please do not hesitate to contact 999.

20. First Aid

- 20.1. Guildford Town Rangers will provide first response and first aid support. Please notify the Event Manager or a steward at the earliest opportunity.
- 20.2. Call 999 in an emergency.

21. COVID-19

- 21.1. We are mindful that COVID-19 remains a risk which we need to be alert to and continue to reduce the risks.
- 21.2. Stallholders/Exhibitors must ensure they are providing adequate measures in their own stalls.
- 21.3. Please follow the latest government guidance here for retail and events.
- 21.4. [Events and attractions - Working safely during coronavirus \(COVID-19\) - Guidance - GOV.UK](https://www.gov.uk/government/guidance/events-and-attractions-working-safely-during-coronavirus-covid-19) (www.gov.uk)

22. Lost Children / Vulnerable Persons

- 22.1. Please alert the Event Manager or a steward if you are concerned or receive a report of a lost child or vulnerable person.

- 22.2. Guildford Town Rangers will provide initial lost child/vulnerable person support.
- 22.3. The Lost Children/Vulnerable Person Point is at the Event Control in the Guildhall on High Street.

23. ACT – Action Counter Terrorism

- 23.1. It is important we all stay alert to the potential risks. If you see or hear something that could potentially be related to terrorism, trust your instincts, and report it. Your actions could save lives.
- 23.2. In an emergency, please do not hesitate to contact 999.
- 23.3. While the chances of being caught up in a terrorist incident remain rare, it is important to be prepared and know how to protect yourself if the need arises. [‘Run, Hide and Tell’ – guidance](#) has been shown to save lives.

24. Safeguarding

- 24.1. Safeguarding is everybody’s responsibility. Please notify the Event Manager if you have any concerns relating the welfare of a child or vulnerable person.
- 24.2. Any response to safeguarding concerns will be coordinated by the Event Manager who will notify the Council’s Strategic Lead for Safeguarding and will follow the Council’s Safeguarding Policy and Procedure.

For those selling and offering food and drink, please continue to read the additional terms and conditions.

SECTION 8 - Food and Drink Terms and Conditions

1. Food Hygiene Legislation

- 1.1. Anyone selling food or drink from a market stall must comply with food hygiene legislation.
- 1.2. Foods which are categorised as high risk include cooked meats, fish, and dairy products and some unwrapped or ready-to-eat foods. These foods will require stricter controls to prevent food poisoning and contamination.
- 1.3. All stalls must comply with current Environmental Health requirements and Government Guidelines as notified.
- 1.4. Every stallholder handling unwrapped food (but not including stalls selling fruit and vegetables only) must provide an adequate supply of hot and cold water for washing hands, utensils, and equipment. This can be supplied via a mobile sink unit or flask but must be suitable for the type of food you are handling. Wash basins for cleaning hands must also be supplied with soap and disposable paper towels. Hand sanitisers must also be available for staff to use.
- 1.5. Hand sanitisers must be available to use for customers.

2. Food Storage and Display

- 2.1. All food must be protected from the risk of contamination. Potential sources of contamination include people, animals, and the weather.
- 2.2. All food items must be stored off the ground.
- 2.3. Ready-to-eat foods must be kept separate from raw products.
- 2.4. Unwrapped food (apart from fruit and vegetables and those stalls with wrapped produce) must be protected from contamination with obligatory Perspex clean sneeze screens or other similar product.

3. Food and Drink Sampling

- 3.1. Provision of food and drink samples to customers is permitted, but traders should take reasonable precautions to protect food samples from contamination.
- 3.2. A suitable bin must be provided for used sample utensils, such as paper napkins or wooden cocktail sticks.
- 3.3. It is recommended individual samples are provided to prevent any cross contamination.
- 3.4. This process must be covered in your Risk Assessment.

4. Food Temperature

- 4.1. Foods must be stored at the correct temperature in line with Environmental Health requirements.
- 4.2. High-risk food must be transported, stored, and displayed at a temperature of 8°C or below. Temperatures can be achieved using a variety of methods including use of a refrigerated vehicle, using insulated boxes with ice packs, using a dummy display, displaying small quantities of food, and regularly topping it up from the chilled storage etc. You must not rely on external weather conditions to control food temperatures.
- 4.3. Hot food on display must be kept above 63°C if it is hot held for no more than 2 hours.
- 4.4. Suitable thermometers should be available, and it is good practice to check food temperatures throughout the day.

5. Food Waste Storage

- 5.1. Food waste and other refuse must be contained in a suitable receptacle and stored in a way which will not attract pests.
- 5.2. All waste is the responsibility of the stallholder and must be removed after the market.
- 5.3. No rubbish is to be left in the High Street or deposited in the public bins.

6. Registration of Food Premises

- 6.1. All stall holders must register with the local authority where your business is based, i.e., where you produce, store, or prepare the food, or where you keep a vehicle used in connection with the food business.
- 6.2. This information must be available to the Market Coordinator and an authorised officer and a copy of your most recent EHO Premises Inspection Report and Food Hygiene Rating where applicable. A minimum rating of 3 must be always maintained. This information must be available to the Market Coordinator and the authorised officer who may inspect your food stall during market trading.

7. Transport of Food

- 7.1. Vehicles and containers used to transport food must be kept clean and in good repair.
- 7.2. Food must be wrapped, covered, or placed in sealed washable containers, and kept separate from any other items being carried in the vehicle.
- 7.3. Ready-to-eat foods must be kept separate from raw foods to prevent cross-contamination.

8. Design and Cleanliness

- 8.1. Internal surfaces must be constructed of washable materials and kept in a good state of repair to enable effective cleaning and minimise the risk of contamination to food.
- 8.2. The stall must be cleaned down prior to handling foods and regularly thereafter with suitable disinfectant antibacterial sanitiser.
- 8.3. All equipment and utensils must be regularly cleaned and sanitised whilst trading.
- 8.4. Surfaces which come into contact with open high-risk food must be disinfected prior to starting work and during use.
- 8.5. Stall areas must be kept and left clean and tidy.

9. Training

- 9.1. All food handlers must be supervised and instructed and/or trained in food hygiene matters to an appropriate level depending on the type of food handled. Certification is required of this with the booking form.
- 9.2. Information on the level of training or instruction required and details on suitable courses can be obtained from your local authority.

10. Food Labelling

- 10.1. Labelling should be honest and accurate and comply with Trading Standards requirements. All prices should be clearly displayed and meet legal requirements.
- 10.2. Food must be marked with:
 - 10.2.1. the name of the food.
 - 10.2.2. a full list of ingredients.
 - 10.2.3. an appropriate durability indication – either a “use by” date or a “best before” date.
 - 10.2.4. any special storage conditions or conditions of use.
 - 10.2.5. the name and address of the manufacturer or packer.
 - 10.2.6. particulars of the place or origin or provenance of the food. Failure to state this could mislead a purchaser.
 - 10.2.7. instructions for use if necessary.
- 10.3. Although there are exemptions to these requirements, you should provide as much of this information as possible to prospective purchasers of your products.

11. Allergen Labelling

- 11.1. All stallholders and activity providers are required to comply with the Food Information Regulations 2014 with regards to allergens. In this respect, you should refer to the Food Standards Agency website or your local Trading Standards Officer for guidance on how to comply.

12. [Natasha's Law](#).

- 12.1. Please understand fully and make sure your staff are fully briefed on all allergens and how to communicate these as well as having a full list of ingredients on your produce.

13. Health Claims:

- 13.1. When making a voluntary health or nutrition claim you must:
- 13.2. Comply with the requirements of European Regulation (EC) No 1924/2006 on nutrition and health claims made in food.
- 13.3. Refer to your local Trading Standards Officer for further advice on how to comply.

14. Pricing:

- 14.1. All goods sold must be marked with an indication of their selling price.
- 14.2. This price must be unambiguous, easily identifiable as referring to the goods in question and clearly legible.

15. Weights and Measures:

- 15.1. Most products must be sold with an indication of their weight. For prepacked goods, this weight should be marked on the packaging.
- 15.2. If you are selling goods, loose from bulk, as in the case of fruit and vegetables or meat and cheese, you should indicate to the consumer the exact weight of the produce when weighed.
- 15.3. You should also use weighing equipment that has been certified as being accurate and suitable for trade use.
- 15.4. Certain fruit and vegetables, such as apples, garlic, tomatoes, and citrus fruits, may also be sold by number as well as by weight.

SECTION 9 - Application Statement

- I agree to abide by the Terms and Conditions.

PLEASE NOTE: Any stallholder who falsifies information on this form will be banned from trading.

SECTION 10 - Booking Form Statement

- I agree to abide by the 5-point Sustainability Pledge.

PLEASE NOTE: Any stallholder who falsifies information on this form will be banned from trading.

SECTION 11 - Documents Required To Accompany Application

Please confirm that the following documents are attached to your application. Failure to comply may result in the council rejecting your application.

Documentation	Attached	N/A
Risk Assessment.		
Copy of your Public Liability Insurance and Product Liability Insurance. (£5 million cover on each).		
A Level 3 Food Hygiene Certificate (if applicable).		
A Level 2 Food Hygiene Certificate (if applicable).		
Latest EHO Premises Rating Report (if applicable).		
Gas Safety Certificate (if applicable) give details also of appliance you are planning on using.		
Separate additional Risk Assessment for Gas Safety Certificate (if applicable) give details also of appliance you are planning on using.		
My current Public and Product Insurance expires on:	Date:	