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# DRAFT 1.1 SERVICE AGREEMENT

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between Burgess Hill Town  
Council (BHTC) and ATM  
Events Ltd (The ATM)

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Burgess Hill Town Market

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## **Burgess Hill Town Market**

Agreement between **ATM Events Limited (The ATM)** Registered Number 11719206 and **Burgess Hill Town Council (BHTC)** Statutory Body . This agreement will include any agent or contractor working directly behalf of BHTC or The ATM

It is recognised that BHTC retain the intellectual rights to Burgess Hill Town Market & The ATM act as contractor and operator for the market on behalf of BHTC

### **1.0 Overview & Objectives**

To engage & manage market style stallholders and traders and locate them in the areas agreed, with an objective to enhance the areas general shopping experience for the public & static local businesses

### **2.0 Operating Dates**

The operational dates currently run on the 2<sup>nd</sup> Saturday of each month through the year. Both BHTC & ATM recognise possible scope to change or increase these dates and can do so by mutual agreement.

### **3.0 Trading Area Footprint & Positioning**

Principally in the pedestrianised areas of Church Walk with a view to expanding into the Martlets Shopping Precinct all subject to Land Owner/Manager permissions and in line with local and national regulations. It will be BHTC responsibility to ensure these permissions are in place.

3.1 The ATM in the first place to locate stalls centrally along the shown streets individually or in groups to suit trading conditions. Where practical the exception to this will be in front of empty unoccupied premises.

3.2 The ATM will ensure that positioning of stalls will not directly block the trading ability of any of the nearby permanent businesses in the street. The ATM will ensure that pedestrian access to any domestic households is not obstructed.

3.3 The ATM will position stalls between street furniture ensuring that use of street furniture and fixings are not inhibited.

3.4 The ATM will give due consideration over product relationship between their trader and close by static businesses ensuring that there is no general product cross over within 30 metres. It is accepted that there may be minor product cross over.

3.5 The ATM will consider access for emergency vehicles and access to stores by the public when placing stalls.at all times

3.6 The ATM will consider access for Street Cleaning and Street Maintenance vehicles when placing stalls.

3.7 BHTC will to the best of their ability advise of areas being subject to engineering works or other use at the earliest opportunity to enable relocation of stalls on that day. It is recognised that BHTC may not always have advance knowledge of emergency repair work and that some Utility work can proceed without notice.

3.8 All parties will agree on layout changes required to accommodate any other planned events taking place on the dates shown.

3.9 BHTC may add further locations to this agreement at their discretion. The ATM will advise if they are able to service these areas.

3.10 BHTC will ensure that The ATM will have all necessary keys and codes to enable vehicular access to the footprint of the site.

### **4.0 Trading and Access Times**

4.1 Trading times will be from when the trader has set up and trading times promoted to the public will be 9am to 2pm. Trader set up will start no earlier than 7:30am. These times can be changed upon mutual agreement.

4.2 Vehicular Access - Traders and those servicing the traders are not permitted to move any vehicles on the pedestrianised area between 9am and 2pm. To avoid congestion traders will be encouraged to unload and then park their vehicles before building their stalls. At close they will be encouraged to pack up ready to load before bringing their vehicle back onto site. There will be a 3mph speed limit on site.

4.3 Trader Late Arrivals - any trader arriving late without time to unload and avoid vehicle movements before 9am must be prepared to unload their vehicle from the highway or permitted service area and bring their property on to site by hand.

4.4 Traders Leaving Early - if a trader has sold out or has to leave early for any other reason they must move their goods on foot to the highway or permitted service area

4.5 The ATM will only allow vehicles that are an integral part of the stall to remain on site and that the trader masks the ground from any potential oil leaks from the sump of the vehicle.

4.6 Parking – It is recognised that BHTC have limited influence over local parking and The ATM & BHTC will work together to seek out parking solutions for traders. In short there is no formal or given provision for fee free parking for traders.

**5.0 Trader Stall Types & Presentation**

5.1 The ATM will work towards the majority of stallholders being Artisan, Seasonal or Vintage in style and encourage those stallholders on the periphery of this description to demonstrate the provenance or environmental benefit of all or part of their offering. The list is not inexhaustible, product types could include –

Seasonal Gifts	Seasonal Decorations	Arts & Crafts
Regional Produce	Continental Produce	Street Food
Vintage Goods	Garden Goods	Homewares
Fairtrade Goods	Pet Goods & Gifts	Garden Goods
Floral Goods	Real Ale & Cider	Mulled Wine
Charity Stalls		

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Prohibited Items- medicines, sex aids or toys, fake labels or brands or anything that is deemed unsuitable by BHTC or The ATM.

Political Canvassing stalls will be prohibited

Hot Food-to-Go stalls should not exceed the lesser of 30% or 3 in total on any trading days.

Stallholders found offering for sale product made by producers using unethical processes or employment conditions will be prevented from selling.

5.3 Presentation - The ATM will encourage stallholders to keep their stall and offering presentable, clean and tidy and will take issue with any stall considered poorly presented by The ATM or BHTC. Any stall not complying may be asked to clean up their act or to stop trading.

5.4 Charity Stalls – Provision for one free uncharged Charity Stall at each market – this would be aimed at local causes. National charities using paid employees to sell subscription or similar will be deemed as businesses and will have to pay for their stall.

5.5 Stallholders in place immediately prior to commencement of this arrangement will be given first refusal to continue trading at the market. Subject to GDPR rules BHTC will provide contact details for each trader and we will engage them on our terms and conditions.

5.6 Upon advance notice to The ATM, BHTC reserve the right to periodically place a stall of their own on the market to promote BHTC activities or provide public information. This will be subject to insurance and risk assessments.

**6.0 Public Safety and Housekeeping**

Public Safety takes priority over all other elements.

- 6.1 Fire Retardant Stalls - Stallholders will use their own stalls, gazebos and equipment manufactured from recognised fire retardant or non-combustible materials
- 6.2 Adverse Weather - Stallholders will ensure that stalls are correctly weighted against wind and other elements. The ATM will cancel any trading days where winds exceeding 50kph (approx. 31mph) are forecast. Heavy snowfall may give cause to cancel a market.
- 6.3 Ground Protection - Stallholders will ensure that the ground is correctly protected or masked from any of their trading activities
- 6.4 Insurance and Risk Assessment - The ATM will ensure each Stallholder has current public liability insurance to £5million and appropriate Risk Assessments to cover their activities. The ATM will provide blanket event insurance and appropriate Risk Assessments.
- 6.5 Generators and Power - It is understood that there is no community electricity available, The ATM will check that traders using Generators, LPG or Electricity have had all equipment tested within the past year or that it has been purchased new within the past year. Traders using any energy or heat source must ensure that it is shielded from the public and no petrol filling permitted. Any trader using any energy source will be asked to have an ABC Powder or Wet Foam Fire Extinguisher within easy reach.
- Generators must be deemed “super silent” or below 69db at 7 metres.
- 6.6 Waste - The ATM will enforce traders to take trade waste and recyclables away with them each day. Traders producing grey water will be enforced to take it away from site in a suitable container for appropriate disposal. No grey water will be permitted to be placed down surface drains.
- 6.7 The ATM will hold traders to an agreement over safety.
- 6.8 Caterers - The ATM will only engage food traders with an FSA or Local Authority Food Hygiene Rating of 4\* or 5\*. An exception will be made for new start ups as long as they are registered as a food handler with their Local Authority. Traders receiving a regrading below 4\* will be given reasonable time to improve as long as they can provide evidence that they have dialogue ongoing with their Local Authority Environmental Health Officers.
- 6.9 The ATM will encourage traders to ensure that at least 80% of the point of sale packaging used is easily recyclable or compostable.
- 6.10 Alcohol - Any trader selling Alcohol must have a Personal License and must obtain their own TENs. All alcohol sellers must display signage advising customers appearing under the age of 25 will be challenged for proof of age. As a norm alcohol will be sold for consumption at home or as free tasters. Exceptions to this will be upon agreement between The ATM and BHTC – an example of this could be for Mulled Wine/Cider in the run up to Christmas.
- 6.11 Identification – Traders will be required to display signage showing their trading name, town of residence/base and a contact number.
- 6.11 Traders will be responsible for their own security and the security of their property.
- 6.12 Traders will be asked to be vigilant and will be furnished with a copy of our “Lost Child” & “Unattended Bag Policy” in advance.
- 6.13 Liability - Individual traders will take full responsibility for the safety of their own stalls and product. Neither BHTC nor The ATM accept any liability for incidents created by individual traders or their products.
- 6.14 The ATM & BHTC have a duty of care to make the other party aware of any serious breaches or potential breaches of Public Safety.

**7.0 Management**

7.1 Supervision - The ATM will supervise the set up and breakdown of stalls. The appointed Supervisor(s) for the day will be the first to arrive and last to leave, ensuring that the site is left as found. ATM will provide adequate Supervision based on the total number of stalls. The Supervisor will remain in the proximity of the site throughout the day. If the supervisor has to take a natural break or statutory break all stallholders will be able to make quick contact with the Supervisor.

7.2 All traders will have a 3mph speed limit impressed upon them in all pedestrianised areas and will be asked to be vigilant or seek help when reversing. The duty ATM Supervisor will assist where needed.

7.2 Safety Checks - The ATM will carry out regular random safety checks on stalls. Traders will be asked to rectify any faults.

**8.0 Marketing & Promoting Trading Days**

8.1 BHTC & The ATM will market and promote the trading days as they see fit and work together on this to avoid repetition.

8.2 The ATM will work with BHTC to seek out sites around the area where temporary or permanent promotional banners can be placed in and around the footprint of the town. The ATM will produce, place, risk assess and insure such banners at their own cost.

8.3 The ATM and BHTC will periodically produce a flyer for potential visitors to the town publicising the market. The ATM will produce the flyer and work with BHTC to aid distribution.

8.4 The ATM & BHTC will mutually agree the design of all printed material.

8.5 The ATM and BHTC will promote the market through their own websites & social media accounts and use other forms of media where available always with the greater good of the market in mind.

8.6 Both parties agree to avoid any negative publicity towards the market or each other

8.7 The ATM will promote the trade space to its registrants, stall finding memberships and through its professional bodies. Adverts will also be placed in trade publications where appropriate at The ATMs expense, The ATM will also attend other markets in the region to engage stall holders.

8.8 The ATM will place non dominating signage within the market with details on how to apply for stalls and contact the duty Supervisor.

**9.0 Stall Numbers & Financials**

9.1 Stall Number Targets – Because stall holders are bona-fide businesses all parties have limited control over who applies and the numbers of applicants. The pedestrianised area of Church Walk should achieve an average of 20 stalls dependent on size and type. The maximum should not be beyond causing broad interference of nearby businesses or homes or the general street scene.

Subject to permissions to place stalls in the Martlets Shopping Precinct numbers should remain fluid and open to mutual discussion considering any requirements laid out by the centre management.

9.2 The ATM & BHTC should stay in regular contact to maintain numbers particularly when they reach the possibility of becoming too low or too high.

9.3 Stallholders will be charged on the following basis (prices per day)-

- 2m x 2m Suitcase pitch - £15.00
- 3m Selling Frontage x 3m Deep - £25.00
- 6m Selling Frontage x 3m deep - £45.00

- 9m Selling Frontage x 3m Deep - £60.00

Pitch fees in the Martlet precinct area (dependent on any conditions laid down by the centre management) should be 30% lower than above.

At this time there is no Value Added Tax Due on these fees as pitch fees are normally deemed by HMRC as a license to temporarily occupy land, which is exempt.

9.4 Pitch Fee Billing - The ATM will invoice stallholders and collect pitch fees in advance of trading day. We do not accept pitch fees to be paid in cash. A casual will be asked to pay immediately by electronic means.

9.5 Pitch Fee Proportioning – Due to the limited revenue achievable from the market and the operating costs shown in this document being borne by The ATM, no proportion of the income will be passed to BHTC.

9.6 The ATM will keep accounting for the market transparently and include financial summaries with quarterly reporting to BHTC.

## **10.0 General**

10.1 The ATM will cover all their own costs incurred in engaging stallholders and costs they incur in operationally managing the trading days subject to 10.2

10.2 BHTC will ensure that The ATM can place traders and manage the market without incurring any land use or trading permit costs provisioned by BHTC or Mid Sussex District Council or West Sussex County Council.

10.3 The ATM will provide BHTC with a report and overview of the market including financial reporting within 28 days of the end of each 3 month period of operation.

10.4 This agreement allows for periodic joint operational face to face or virtual meetings at mutual times and location.

10.5 To allow for flexibility or arising exceptions, changes to this agreement can be made upon mutual agreement through written correspondence.

10.6 This agreement can be cancelled at any time giving 90 days' notice by either party or at a lesser period with mutual agreement.

10.7 Covid-19 It is recognised that any statutory regulations or guidance may hinder the operation of the market. At the time of writing The ATMs Covid-19 Risk Assessment is being reviewed and a revised assessment will be sent to BHTC when available.

10.8 Changes to this agreement can be mutually agreed by exchanges of correspondence.

## **11.0 Commencement**

Commencement can take place once both parties are ready. The ATM suggest that a period of at least one month is left to allow relationships with current traders and to engage additional traders.

**END**