



# The Market

## Stallholder's Agreement

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## About the University's Market

The University of Exeter ("*University*") is a leading, internationally recognised higher education institution whose core business is the generation and dissemination of knowledge, including Climate Change and Sustainable Futures.

The University acknowledges the importance of being responsible, sustainable and ethical in order to meet the needs of the present and leave a better environment for future generations. The University believes this can be achieved through the skills and knowledge that its graduates learn and put into practice, its research and exchange of knowledge through business and community engagement, and through its own strategies and operations.

Through commitments detailed in the University's Strategic Plan and the Environmental Sustainability Policy, the University aims to:

- maintain high ethical standards incorporating rigour, respect and responsibility across all its activities;
- undertake activities that are environmentally sustainable and conform to high standards of environmental consideration;
- link effectively with the local and regional community, be a good neighbour and communicate honestly; and
- be an employer of choice, treating employees fairly and with respect.

The University has approximately 19,000 students and 4,000 staff. It is the University's objective that the University Market will:

- enable local independent retailers, producers and farmers to sell their produce direct to the public, thus maximising their income benefiting the local community;
- foster relationships between staff, students, local community and the producers;
- give consumers the chance to buy fresh, locally home made products and locally reared meat; and
- reduce the miles travelled by its staff and students, particularly those who are based on campus, to purchase products.

## University Market Organisation

It is the University's intention to hold a Friday Market during term time, the frequency will vary depending on the rhythm of the academic year. It is anticipated that the University will host circa 20 events a year. Consideration will be given to other events and exams on campus as well as other markets in Devon.

Each Market will be from 10:30 - 15:00

Set up is from 08:00 onwards



Stallholders are expected to stay for the duration of the Market.

The Market will take place on the main Piazza, Stocker Road, Streatham Campus, University of Exeter, EX4 4PY. Unless the Market Co-ordinator notifies the Stallholder about any alternative location on campus.

Stall sizes are approximately 3 metres x 3 metres (unless pre- arranged with the Market Co-ordinator; however, additional cost may be incurred).

### Key Contact and Market Co-ordinator

Gill Winsor  
Market Place Forum  
University of Exeter  
Forum Building  
Exeter  
EX4 4SZ

or such other Market Co-ordinator which the University notifies to Stallholders from time to time.

By attending The Market event, Stallholder's provide their consent to their information being included in the Market's marketing brochure and/or website.

Please also note that:

- the allocation and positioning of stalls is solely at the discretion of the Market Co-ordinator;
- each Market is run as a separate event.

### Eligibility Requirements for Participation

Stallholders must be able to provide provenience of all products. Where possible all products are to be locally sourced, made, grown or reared to a high quality.

The Market does not permit the purchasing/re-packaging/selling on of finished or imported produce.

Stallholders must meet the following requirements:

- all Stallholders must comply with the Market Rules;
- Comply with the requirements set out in this Stallholder's Agreement.

### Application Procedure to Become a Stallholder

To apply to become a Stallholder, the process is as follows:

- All Stallholders must comply with the eligibility requirements;
- Application forms to be completed which include:

- Public Liability Insurance certificate with cover of at least £2million;
  - Products liability insurance (this may be incorporated in the Public Liability Insurance);
  - Health and safety risk assessments relating to the stall and the produce to be sold including COSHH; and
  - Any other paperwork/ certificates relevant to the Stallholder's business including HACCP gas certificate and food Hygiene rating certificate.
- Once registered and approved by the Market coordinator Stallholders are required to book via the University of Exeter Online Store to secure the advertised available pitch ADD ONLINE LINK
  - Documents listed above are to be sent via mail or email with a covering letter to:-

Gill Winsor  
Farmers Market Co-ordinator  
University of Exeter  
Forum Building  
Exeter  
EX4 4SZ  
[themarket@exeter.ac.uk](mailto:themarket@exeter.ac.uk)

and originals of any documents detailed above will be provided to the University if requested at any time.

### Review of Applications

The University will consider the Application having regard to the following principles, including but not limited to:

- Does the Stallholder: have all or any of the following:
  - constant monitoring to provide a consistent product or to deliver it to the specification required;
  - defined quality control system in operation; and
  - adequate recorded controls in operation at each stage of the manufacturing process which are checked regularly and take the form of, for example, regular temperature checks and an ingredient and allergen audit trail.
- If Applications are received from several producers offering the same or similar produce, priority will be given to local producers located closest to the Market.
- The Stallholder's business details may be forwarded to the Environmental Health Department and the University reserves the right to take into account the information it receives in response.
- Compliance with any criteria set out in the Market Rules.



Please note that the sending to the University of a Stallholder's Application Pack does not constitute a reservation of a stall nor a contract with the University.

Each Application is considered on an individual basis and any Application which is considered to be uncertain or where there is product duplication will be considered by the Head of Service for Commercial Operations and the Market Co-ordinator.

The Application Form includes product information which helps the University ensure a variety of products are sold at the Market. The University reserves the right to request that you refrain from selling a specific product where it does not conform to the Market Rules, or would in the opinion of the Market Co-ordinator be detrimental to the University of Exeter Market, and producers. Your cooperation in this matter is requested.

The University reserve the right to visit your business to ensure the products meet the criteria for participation. Failure to comply with the Market Rules could lead to your exclusion from the Market. By submitting an Application to attend the Market, you confirm you agree to comply with the Market Rules and comply with the Eligibility Requirements.

The outcome of the Stallholder's Application will be confirmed by the Market Co-ordinator via email within 21 working days of receipt of the Application.

### Waiting list

A waiting list for participation will operate where numbers in one product area have been reached.

The waiting list will be reviewed before every Market, along with all the current Applications and as soon as an appropriate space is available the Stallholders on the list will be contacted and offered a chance to participate via the University of Exeter Online Store on a first come first served basis, subject to the Market Rules and meeting the relevant Application eligibility.

### Market Fees (Including VAT)

Fees will be tiered into categories:

#### Regular Friday Pitch Fee

- Eat me now:- £90.00 inclusive of parking fee
- Take me home:- £45.00 inclusive of parking fee

#### Open Day Pitch Fee

- Eat me now:- £145.00 inclusive of parking fee
- Take me home:- £75.50 inclusive of parking fee

#### Offer Holder Visit Day Pitch Fee

- Eat me now:- £90.00 inclusive of parking fee
- Take me home:- £45.00 inclusive of parking fee

To qualify invitation to participate at the Open Days you will need to attend over 75% of the Regular Friday Markets.

## Invoicing and Payment

An invoice will be sent to Stallholders who have attended the booked Market dates.

Failure to pay the University within [30] days of receipt of the invoice as detailed in the payments section will result in the offer of a stall being withdrawn and the University shall be entitled to offer the said stall to another applicant.

## Annex A – Market Rules

**By signing the Application Form and taking part in the Market, the Stallholder agrees to comply with the following rules and regulations:**

### Products

- No Genetically Modified (GM) produce or produce containing GM ingredients may be sold at the Market.
- Stallholders must be able to trace the origin of the produce they are selling.
- Stallholders must only sell produce of a high quality.
- Stallholders are only permitted to sell products which they have included in their Application Form.
- No bought in produce to be sold.

### Compliance with Laws and licences

- Stallholders must comply with all local and national laws and regulations regarding the production, labelling, packaging, display, storage and sale of produce as well as complying with current health and safety, trading standards, environmental health and food hygiene requirements.
- Stallholders must be registered with Environmental Health Officers in their area.
- Stallholders selling alcoholic products must have the requisite licences to sell such products.
- Stallholders must comply with the rules and regulations of any professional organisation of which they are a member.

Please note the University reserves the right to exchange information with Trading Standards and Environmental Health and that you may be inspected as a result of such discussions.

### Vehicular parking on and access to the Great Hall Piazza Areas (“Piazas”)

- Access to the Piazas with any vehicle is to be with the written permission of the University and not otherwise
- No vehicle with an axle weight exceeding 7.5 tonnes is permitted on the Piazas (including access roads to the Piazas)
- There should be no hard power steering with full lock to full lock as this has the potential of leaving rubber tread.
- Where a petrol or diesel driven vehicle is brought on to the Piazas, spill kits must be used to ensure all spillages are caught. The tray should be filled with an appropriate absorbent material and must be removed from the University campus and disposed of in a safe and environmental way.
- Diesel/petrol generators must have spill kits to catch all spillages.



- Once the vehicle is positioned, protection mats between the wheels and the floor will be required.
- All vehicles should be in a road worthy condition.

Pedestrians have priority at all times.

#### Marquees on the Piazzas

- Where appropriate the fixing points laid out on the Piazzas should be used for the erection of all marquees.
- If the marquee is free standing then all risks must be addressed in an appropriate risk assessment and lodged with the University for approval. The stallholder shall comply with this risk assessment

#### Market and Stall Organisation

- All stalls must clearly display their business/trading name, address, telephone number and where the product was produced.
- Producers may only describe their product as organic if they have a relevant certificate on their stall.
- Any advertising/ marketing signage to be used must be to the satisfaction of the Market Co-ordinator whose decision will be final.
- Stalls should be manned at all times.
- The Market is open to staff, students and local public at the University from 10.30am to 3.00pm during which time Stallholders will remain in the Market (if you have run out of produce, use the time to discuss with customers and generate business for subsequent Markets). Stalls must not be cleared away before the published end of the Market without prior agreement of the Market Co-ordinator.
- No Stallholders to arrive before 08:00.
- All vehicles must be removed from the Market Area before 10.30am.
- When accessing the Market Area to unload and load stock, Stallholders must be aware of other Stallholders, students, staff and pedestrians.
- Where Stallholders are parking on the University campus, Stallholder vehicles are to be parked in Car Park C.
- No vehicles may enter the Market area before the end of the Market.
- Any fees payable for participation in the Market must be paid in advance.
- Stallholders must dispose of all rubbish carefully, either in the bins provided or by taking it with them.
- Stallholders should bring their own chillers and refrigerators as required.
- There is a no smoking and no dog policy for those stalls selling food.

- There are toilets available in the Great Hall (on the ground floor).
- Ground mats must be used by all Stallholders who are cooking and Stallholders must provide fire extinguishers and/or fire Blankets. Drip trays must be used underneath catering vehicles that stay on the piazzas.

All the above Market Rules are subject to change. As and when they change a new set of Rules will be issued and notified to the Stallholder which will supersede any previous rules issued.

The Market Rules should be read in conjunction with the Stallholder's Agreement. Obligations in the Stallholder's Agreement or requirements on Stallholders shall apply as if they were repeated in the Market Rules.

In the event that the University cancels a Market date for security/property or other unexpected reason, fees already paid will be applied to an alternative date or refunded.

#### Failure to Comply with Market Rules

If at any time the Stallholder fails to comply with or abide by the Market Rules (or the University has reasonable grounds to believe this to be the case) then the University may terminate this Agreement by notice to the Stallholder in which event the Stallholder will forfeit the stall fee for that Market date and any stall fees paid upfront to the University for any future Markets.

#### Cancellation

Please note that if less than seven days' notice is received by the University if you wish to cancel your pitch, you will be liable for the full fee and your stall will be reallocated.

In the event that the University cancels a Market date for security/property or other unexpected reason, fees already paid will be applied to an alternative Market date or refunded.

#### Stallholder Responsibility

You, the Stallholder are responsible for:

- all employees, workers, customers, visitors and other third parties in connection with your stall;
- all property, produce and equipment brought onto the Market Area, and wider University Streatham Campus, in connection with your stall and will keep the same safe and secure; and
- all and any injuries or losses in relation to such persons or property in connection with your stall.

The University is organising and hosting the Market with a view to:

- enabling local farmers and producers to sell their produce directly the local community;
- giving consumers the chance to buy fresh, locally sourced produce;
- raising public awareness on issues such as GM foods, land management and organic farming; and
- giving the consumer the street food experience.

Accordingly, and subject always to paragraph 4 below:

1. the University, its officers and servants shall not be responsible for or accountable to any person or persons whilst upon the Market Area, the parking areas, the wider University's Streatham Campus or the access routes off the public highway save as otherwise provided by law and/or where any injury, loss or damage is caused by the negligence of the University, or its employees;
2. the University, and its employees shall not be responsible to any person whomsoever for any damage, theft or loss however caused in respect of any stall, produce or other property in transit to or from the Market or upon the Market Area, the parking areas or the wider University Streatham Campus at any time save where such damage, theft or loss is caused by the negligence of the University or its employees;
3. save as expressly set out in this Stallholder's Handbook is not intended to create or imply the existence of any liability on the part of the University or its employees (whether in contract quasi-contract or tort (including negligence), or for breach of statutory duty, restitution or otherwise) for any loss, damage, injury or liability, including without limitation, pure economic loss, loss of profits, loss of business, loss of opportunity, depletion of goodwill or indirect or consequential loss, howsoever caused and you agree that no such liability exists or shall arise in relation to the organisation or running of or attendance at the Market and other matters contemplated in this Stallholder's Handbook;
4. The University does not exclude their liability (if any) to the Stallholder:-
  - for personal injury or death resulting from the University's negligence;
  - for any matter which it would be illegal for the University to exclude (or to attempt to exclude) its liability; or
  - for fraud.

In consideration of the above, the Stallholder accepts and acknowledges that the terms of this disclaimer are reasonable; and agrees to indemnify, keep indemnified and hold harmless the University from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, direct, indirect and consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgments which the University incur or suffer in connection with any act or omission by you, your employees, customers or suppliers in connection with your attendance at the Market and/or any breach by you of the Market Rules or any other requirement of this Stallholder's Handbook.



This Stallholder's Handbook contains the terms and conditions on which the parties agree to the stallholder taking part in the Market and shall be governed by English law.



Annex B – Application for Registration Form

Business Name:.....

Proprietor’s Name:.....

Agriculture Holding Number:.....

Organic Licence/Certification Details:.....

Other Certification:.....

Local Environmental Health contact (if appropriate):.....

Public Liability Insurance and expiry date:.....

There is a requirement for a minimum of £2m Public Liability Insurance

Products Liability Insurance (if not covered under the Public Liability Insurance) and expiry date .....

VAT registration no. (If applicable):.....

Contact Name:.....

Postal Address:.....

Post Town:.....

Post Code:.....

Telephone: Day/Business:.....

Eve/Home:.....Mobile:.....

Fax Number:.....

Email Address:.....

Business & Contact Details.....

Please provide copies of the following:

- a) Public Liability Insurance Certificate with cover of at least £2 million
b) Products Liability Insurance (this may be incorporated in the Public Liability Insurance)
c) Health and Safety risk assessments relating to the stall and the products to be sold
d) Any other relevant paperwork / certificates relevant to the stall
e) Environmental Health Certificates

**Product Information**

Please indicate which products you wish to bring to the Market, using the keys below to describe each product as fully as possible.

- O =Organic Product (in conversion)
- C =Derived from cow's milk
- F =Free Range Product
- S =Derived from Sheep's Milk
- G =Derived from Goat's Milk
- FR =Fresh
- FZ =Frozen

Product	O/C/F/S/G	FR/FZ	Months produce available (if all year leave blank)	
			Current	Planned

Where your products contain bought-in ingredients please detail your suppliers:

Ingredient	Supplier Details (including organic certification if applicable)

Should you have any questions on any section of this Application Form or have a query not covered here please do not hesitate to contact the Market Co-ordinator.



By signing this Application Form you confirm the following:

- the above details are correct and all relevant information has been provided;
- I/we have read the criteria and rules for participation and agree to adhere to them;
- I am/we are eligible to participate in the University Market;
- I understand that I will be excluded from the Market if I breach the Market Rules and that in such circumstances I will lose my stall fees (and any subsequent fees that may have been paid in advance).

Signed.....Date.....



## Annex C – Booking Process