



TRADING AGREEMENT

Dear Trader

I write to you in regard to the Trading Agreement which is mentioned within the Market Regulations. This Trading Agreement sets out the differences between a regular and casual trader and will form a **legally binding contract** between yourself and Bromsgrove District Council (the Council).

Should any trader wish to change the status of their trading agreement, then a 2 week notice period is required in writing or by emailing Market@BromsgroveandRedditch.co.uk without exception. Note that during this 2-week period you will be trading under your current status and will still be liable for any such fees.

Regular Trader

- The trader will be subject to pay the lower regular fees as set out within the Council's Fees & Charges.
- The trader is permitted to take 3 days holiday for each market day that they attend up to a maximum of 9 days (Subject to the accrual table, set out in paragraph 21 of the Market Regulations) Once a trader has used their annual leave allowance for that year, then any other days taken afterwards which means that they do not attend, the trader will still be liable to pay any backdated fees in order for them to preserve their regular trader status and keep its benefits such as lower fees and a regular trading pitch. The backdated fee payable will be based on their normal allocated stalls/facilities taken in the previous 4 weeks.
- The trader will be guaranteed a regular pitch unless it is required to find another pitch due to unforeseen circumstances outside of the Council's control (such as highway repairs)
- The trader will be offered full protection of the Balance of Trade Policy.

Casual Trader

- The trader will be subject to the higher casual fee as set out within the Council's Fees & Charges.
- The trader will be liable for the full fees of their normal allocation of stalls should they book and fail to attend.
- The trader is not guaranteed a regular pitch and is subject to being offered a different pitch at the Council's discretion.
- Unless authorised, a casual trader is not permitted to commence setting up until after 7.30am, when they will be allocated their stall/pitch.
- The trader will **not** be protected by the Balance of Trade policy therefore other traders may be allowed to sell similar lines of goods or a regular trader could displace your line of goods and have protection, thus preventing you from trading.
- The trader is under all circumstances expected to book a stall or cancel their bookings within normal office working hours the day before their attendance.
- The trader will not be permitted to regain status of a Regular trader for a period of 3 months.

- Traders wishing to become Casual from a previous Regular trader must pay any accrued back rents before being permitted to trade on the market as a casual.

Please carefully consider each option before completing and signing of the agreement below

I the undersigned wish to trade on Bromsgrove market as shown below and fully understand the terms above, which will be legally binding.

I acknowledge that all my relevant documentation submitted to the council is relevant to my market business and the stall application only and must indemnify the Council against, all claims for personal injury/illness, damage to property, nuisance and any other damage or expenses by whomsoever the claim is made and from whatever cause, arising out of, or in connection with, the use and occupation of the site allotted to him/her – see Market regulations paragraph 19.

Please complete each column below (Yes or No) and sign.

	Tuesday	Friday	Saturday
Casual Trader			
Regular Trader			

For Regular traders only

Please select **one** category only from the Balance of Trade policy which best describes your goods which you request to have protection on.

Balance of Trade Protection Category	One Category only please	<input style="border: 2px solid red;" type="text"/>
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Traders should kindly note that having several different lines of goods on their stalls may remove any protection, therefore it is imperative that you only have the lines of goods on your stall that are protected and what was declared on your **original** application.

Please note that any new lines or goods that are not present on your original agreement/application) can't be added at this stage and must be applied for separately.

Also note that the line of goods disclosed on this agreement must be sold and present on your stall every week unless authorised via email, therefore traders must not identify lines that they do not intend to sell.

Should a trader not have these goods (named on this form) present on their stall on a regular basis then they may forfeit any rights of protection for those goods.

This agreement supersedes any previous agreements.

Name (Block Capitals) _____
 Signed _____
 Dated _____

Important Information

General Data Protection Regulations (GDPR)

Bromsgrove District Council collects personal information about you and your business for the fulfilment of a contract, or to take steps to enter into a contract; by signing to apply to trade on Bromsgrove Outdoor Market, you are entering into a contract, and we require the personal data requested to fulfil this contract.

Data collected is:

- Name
- Contact details
- Emergency contact details
- Contact details (if different)
- Vehicle registration number
- (ID may be requested but not retained)

This information will be updated annually.

By entering into the contract, you consent to us processing your personal information for other specified purposes such as:

- Subscribing to the e-newsletter
- Subscribing to the survey to inform the development of the market.
- Taking images at events for promoting the market via the website, e-newsletter, and social media
- Taking video footage at events for promoting the market via the website, e-newsletter, and social media

Where you agree to be contacted, the data will be kept until it is either overwritten or until you no longer agree to be kept informed. If you chose not to consent to additional processing, this will not affect your or your rights. Details of all your other rights can be found at www.redditchbc.gov.uk/council/corporate/your-access-to-information/privacy-notice.aspx

This information will be shared with staff responsible for the management of the market, and in some cases with Trading Standards and Environmental Health.

This information will not be shared/sold to any other service/organisation unless we have a duty to do so under law.

No decisions around this data are made by automated means.

Kindest regards

Mr Jonathan Smith

Markets Manager

Working Days/Hours

Tuesday (**Market Day**) – 7.30am to 4.30pm
Thursday (**Admin Day**) – 7.30am to 4.30pm
Friday (**Market Day**) - 7.30am to 4.30pm
Saturday (**Market Day**) – 7.30am to 12.30pm

General Enquiries - on **Thursdays** (Only during working hours) Tel 07506 771200, Alternatively
Email: Market@BromsgroveandRedditch.Gov.uk or check the Bromsgrove Market webpage.

Emergency Market Day Enquiries Only Tel 07715 923505