

# TRADING AT DERRY CITY & STRABANE DISTRICT COUNCIL EVENTS.

# TERMS & CONDITIONS.

Derry City and Strabane District Council (DSCDC) has attached the following conditions for trading at its market, festivals and/or events.

Failure to comply with any of the attached conditions may result in permission to trade being withdrawn and the relevant enforcement action instigated by DCSDC. Trading applications for future council events will be reconsidered with breaches in mind.

The conditions set out in this document are not exhaustive. DCSDC reserves the right to apply enhanced criteria, restrictions or policies and procedures as required by other bodies that we may work with throughout the planning of council events or to address unforeseen problems.

**DCSDC reserves the right** **to make amendments to these conditions without prior consultation and to inform traders of such changes in writing.**

***TERMS & CONDITIONS FOR ALL TRADERS***

1. No children will be permitted onto the event site until the event opens to the public. Opening dates & times are event specific, traders will be notified of trading times via email before the event.
2. All traders, without exception, are required to open every day of the operating period and for the whole of the opening times. This will be a condition of the Licence. All traders will be notified of trading times via email before the event. Council reserves the right to make amendments to event times without prior notification.
3. All traders will be required to pay trading fees **prior** to the event. All traders will be notified of the payment deadline via email. Cash/ other payment methods are accepted. Payments can be made in instalments. However, if full payment is not received by the due date this will be regarded as non-attendance and will result in refusal of entry to the event.
4. If a trader is unable to participate in any of the scheduled events, they must notify DCSDC in writing at least **14 days prior** to the event. Please refer to page 18 for more details on the Cancellation Policy.
5. Due to operational and logistical reasons, normally all trading activity will be required to locate within the DCSDC 3m x 3m stalls.  Non-branded or private branded stalls will not be permitted. In certain instances, and subject to there being sufficient space available, Council may give consideration to the location of mobile/ trailer-type units within the context of the market/ event setting.  Whilst there will remain a preference towards trading activity taking place within Council’s own 3m x 3m stalls, DCSDC reserves the right, at its own discretion, to permit the use of mobile/ trailer-type unit(s), provided that there is sufficient and suitable space available within the market/ event setting, as well as an operational rationale for siting such unit(s) and that it does not compromise the layout of the market/ event from a logistical, access and health & safety perspective.  Council also reserves the right to restrict the use of mobile/ trailer-type unit(s) at its own discretion and based on the operational/health and safety characteristics on any given market/ event. Traders who bring their own mobile unit/ trailer-type unit are responsible for the delivery, erection, dismantling and removal within the timescales outlined. Vehicles sued to tow mobile units must be unhitched and removed from the event site.
6. Traders shall ensure they comply with all relevant Health & Safety regulations, such as but not limited to:
   1. Traders are not permitted to touch the electric supply to their pitch.
   2. Traders are not permitted to touch any fencing panels put in place.
   3. Traders must provide a first aid box equipped to deal with accidents that could occur at their pitch.
   4. Traders or anyone working at their pitch are not allowed to smoke inside or in the vicinity of the pitch allocated.
7. Traders will be held responsible for any damage caused to the any DCSDC owned property provided to them during the event and for any damage caused by the trader and/ or its employees/ assistants to other market stalls and/ or property of other traders during the event. Traders will be required to indemnify DCSDC accordingly.
8. Traders shall take reasonable steps to protect DCSDC’s 3m x 3m market stalls. Under no circumstances should anything be attached to the market stalls such as sticky tape. Costs incurred in replacing damaged equipment will be recouped from the trader.
9. Traders shall take reasonable steps to protect DCSDC’s electrical fit out. Under no circumstances should any of the electrical installations/ fit outs be tampered with by any trader and/ or its employees/ assistants. Council electricians are the only permitted persons who can work with electrical fit out. If electrical faults occur, traders must inform a member of Council staff and wait for Council’s electrician to advise/ remedy the issue. Costs incurred in replacing damaged equipment will be recouped from the trader.
10. Traders must take sufficient measures to protect the ground surface at the event site and therefore ensure that all equipment has protective coverings attached. Adequate ground protection/ flooring must be used within the trading area to minimise damage to the event site and protect your goods. Mobile/ trailer-type units must be placed on boards to avoid wheel marks or rutting. Any costs incurred in the repair/ cleaning of the surface in the event site will be passed onto the trader responsible. All ground protection must be removed from the site at the end of the event. **Photographs of the event site will be taken before the site build commences and following site strip out for comparison.**
11. It is the responsibility of traders specialising in the sale of food, to ensure they comply with all legal health & safety requirements e.g. – washing requirements, labelling requirements, temperature probes, records, gloves, chopping boards etc.

**Please refer to page 13 on food safety & standards**

1. It is the responsibility of traders specialising in the sale of craft and fast selling items, to ensure they comply with relevant legislation and product safety regulations have been demonstrated appropriately e.g. – CE Marking and UKNI Marking, Toy Safety Regulations and General Product Safety Regulations etc.

**Please refer to page 14 on product & consumer safety.**

1. Traders shall comply with any verbal or written instructions provided by an authorised Officer/ Agent of DCSDC. Refusal to comply with such instructions may result in necessary enforcement action being initiated and future participation at Council events being reviewed.
2. Whilst the pre-erected market stalls are water repellent, they are not completely waterproof and traders must take reasonable steps to protect their goods in adverse weather conditions.
3. Vehicle access to the event zone will only be permitted for a short time and a slot will be given to you for loading/ unloading. Failure to adhere to this time slot will result in you losing your allocated unloading/ loading time and this will have to take place outside of the event zone. Traders MUST use hazard warning lights and restrict speed to a maximum of 5mph when within the event zone. All vehicles must be removed from the event zone by the time allocated (event dependant). Unauthorised vehicles parked in the event zone may be subject to a penalty notice enforced by the Department for Infrastructure’s parking attendants.
4. Vehicles will only be permitted back on site once the event is over and staff have issued approval. Traders must seek approval from an authorised Officer/ Agent of DCSDC before retrieving their vehicle. Under no circumstances will vehicles be allowed back onto the event site until it is safe to do so and prior approval being given
5. Setting up of mobile-type units and displays shall take place before the event starts. This may take place on or before the day trading commences (event specific). No setting up shall take place after this time and Council reserves the right to refuse entry after this time.
6. Traders shall operate their activity only in the allocated positions/ pitch as instructed by authorised Officers/ Agents of DCSDC and shall not encroach beyond their permitted boundaries in terms of displays, signs and goods. This includes storage of stock/ equipment. Under no circumstances are the electric stalls to be used as storage for stock/ equipment. **No storage will be allowed at the rear of stalls/ mobile-type units.**
7. Product displays should be of an appropriate standard and ascetically pleasing. Traders must take reasonable steps to protect their goods in adverse weather conditions.
8. Traders must make provision for refuse collection within their allocated pitch and to ensure that their trading area remains tidy during and after trading. All refuse should be placed in the appropriate bins provided and other waste matter such as water and batter type mixes must be taken away from the event site and disposed of properly. **Under no circumstances is liquid waste to be disposed of down drains, grids or soak ways.** Please note, any illegal disposal of the above mentioned liquids/ oils could result in a financial penalty from NI Water. Also, any costs incurred in the cleaning/ repair of drains or soak ways will be passed onto the trader.
9. Traders shall not display openly on their stalls, any flags or emblems of any nature considered by the Council to cause offence.
10. Only goods/ produce shall be sold as outlined within the trading application form. Traders cannot add to product lines without agreement from Council. Council reserves the right to restrict/ limit the sale/ display of certain goods. If traders are found to be deviating from the products approved for sale this will result in your stall being removed or an additional fee being imposed. If concerns are raised regarding any products you sell, in relation to quality, safety, legality etc. Council reserves the right to revoke permission to sell such items at any time until the issue has been resolved. In such instances, said item, must be removed from your stall immediately. Please refer to page 8 for more information on Product Lines.
11. Traders must comply with all local and national laws and legislation, including (but not limited to) Street Trading Legislation, Trading Standards, Consumer Protection Standards and Food Safety.
12. Traders (where appropriate) must hold a food hygiene rating of 4 or 5 and registered with their Local Food Hygiene Department, at their relevant Council area. Environmental Health Officers from DCSDC may visit the event at any time for the purposes of inspection and enforcement.
13. Approval to trade at DCSDC events is non-transferable to any other person/ company.
14. Council does not expect its staff or Agent of DCSDC to tolerate behaviour which is unacceptable, e.g. abusive, offensive or threatening. In such instances that may result in the trader being removed from the market.
15. Traders should be aware that due to Health & Safety requirements that scheduled events may run the risk of being cancelled at short notice due to adverse weather conditions i.e. strong winds, presence of ice/ snow/ frost. As part of its Health & Safety operations, Council will analyse weather forecasts in advance of scheduled events and make a determination to cancel on the day prior to a scheduled event. By signing these terms and conditions, traders are accepting that Council reserves the right to cancel an event on the grounds of health & safety in the event of adverse weather or other unforeseen circumstances outside of the control of DCSDC. In such circumstances, Council where practical, will seek to notify all traders on the day prior to the market.

**Derry City and Strabane District Council accepts no liability for any losses incurred by traders arising from such a cancellation.**

### **Set Up:** The event site will be declared a construction site and as such you are required to follow the safety procedures put in place for the safety of those working on site.

Council will have sole responsibility to determine who can and cannot come into the work area during the construction phase. You and/ or your employees and contractors will be required to report to the Site Manager on arrival to the site. Please note that traders and/ or its employees/ assistants/ contractors are under the supervision of the Site Manager at all times. Whilst in the event site, you **must** follow their instructions immediately and at all times.

One vehicle will be permitted access to the event zone for a short time to unload. **Traders will be allocated a set up time prior to the event. Traders who are not on site at the allocated set up time, causing delay to site build may be prohibited from trading.**

**On Arrival:** Please drive your vehicle to the location allocated to you and report to the DCSDC Officer/ Agent of DCSDC who will show you to your trading location. Only vehicle registrations that have been given to Council in advance will be permitted entry onto the event site. When advised to do so please drive your vehicle into the site. Traders MUST use hazard warning lights and restrict speed to a maximum of 5mph when within the event zone. Please park as close to your allocated trading position/ pitch as possible making sure you do not cause an obstruction to other traders or vehicles. You must ensure that your vehicle is only at the event site long enough to unload and it must then be removed to a parking area.

You must construct your fixtures and fittings as quickly but as safely as possible and ensure, unless it is essential, that you do not bring or leave any vehicles in the event site for any longer than necessary. Please do not leave your vehicle unattended at any time. No parking is permitted within the event site.All vehicles must be removed from the event site by the time specified. Unauthorised vehicles parked in the event site may be subject to a penalty notice enforced by the Department for Infrastructure’s parking attendants.

**Decorating trading space:** It is vital that traders display effort with their pitch presentation, as a poorly presented display will ultimately affect the overall image of your products and the event. Traders are encouraged to decorate their pitches in a manner that will enhance the ambience of the event. Please be aware of the overuse of extension leads. You are reminded that any decorations used requiring electricity must be PAT tested with certificates available for citation on site. Under no circumstances should anything be attached to the council owned market stalls such as sticky tape.

**Stock/ Re-Stocking:** Please ensure you have sufficient stock for the duration of the event. Depending on the event, traders may have vehicular access to the event site for the purposes of replenishing stock. **There will be no opportunity to replenish stock during event times.** Council cannot guarantee the size of the crowds that an event actually attracts. All vehicles must be removed from the event site by the time specified. Only vehicle registrations that have been given to Council in advance will be permitted entry onto the event site. No servicing or other vehicles shall enter, wait or park within the event site at any time during the event.

**Site Take Down:** When the event officially closes, all trading unitsneed to be cleared from the event site by the time & date specified (event specific). All fixtures and fittings you may have built inside the pre-erected units must be removed before departure.

Permission for vehicular access **must** be granted by the Site Manager based on a dynamic risk assessment on the day.

Vehicles will only be permitted back on site once the event is over and Event Control have issued approval. **Under no circumstances will vehicles be allowed back onto the event site until it is safe to do so and prior approval being given.**

**Daily Inspections:** It is important that you inspect all around your allocated position/ pitch on a regular basis during the course of the event. You must report any unusual objects or packages to DCSDC Officers/ Agent of DCSDC immediately. Please ensure that there are no items which may be used to cause harm, injury or damage left lying around your pitch.

**Food Display and Storage:** All traders specialising in the sale of food **must** display at their allocated position/ pitch/ mobile unit at all times their current Food Hygiene Rating. Please note no food products should be left out on display out of event hours. All food must be put in sealed rodent proof containers or refrigerators out of event hours. Environmental Health inspectors can visit the event at any time to carryout random checks.

**Food Hygiene and Food Safety:** Each food trader must:

* Have their HACCP Management documents available for inspection at any time and must ensure that it is clearly in use and updated.
* Complete the HACCP documents fully at regular intervals throughout each day after completing all the checks and monitoring temperatures etc.
* Have the correct equipment and hand washing facilities set up in a neat, clean environment together with the means for heating water when required.
* A supply of antibacterial wash, antibacterial wipes and paper towels.
* If cooking food must have a food thermometer in use on their stall at all times. Taking and recording the temperature of food cooking in the HACCP documents.
* Sneeze guards are in place where food is not displayed pre-wrapped.

**Product Lines:** You can only display and sell goods/ produce outlined within the trading application form. Traders cannot add to product lines without agreement from council. Products on sale must comply with relevant legislation, be safe, food products must be within date (“Use By” or “Best Before”) and be fit for purpose.Officers will be checking products and price points at the event match those approved in your application form.

Council reserves the right to restrict/ limit the sale/ display of certain goods. If traders are found to be deviating from the products approved for sale this will result in your stall being removed or an additional fee being imposed. If concerns are raised regarding any products you sell, in relation to quality, safety, legality etc. Council reserves the right to revoke permission to sell such items at any time until the issue has been resolved. In such instances, said item, must be removed from your stall immediately.

**The following types of products are restricted and not permitted to be sold at the Event:**

* Products that do not meet our trading criteria (unless an exception has been made)
* Age restricted products, including fireworks and dangerous weapons, such as knives.
* Merchandise that promotes, supports or glorifies hate crime or contravenes Council’s “Section 75 duties”, which require Council to have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group.
* Pornographic materials and items containing mature content.
* Items that promote, support, or glorify prescribed organisations.
* Sale of items which, on the advice of the Police Service of Northern Ireland, may result in anti-social behaviour, public disorder or breach of the peace.
* Products that carry political messages.
* Product containing ivory and real animal fur.
* Tobacco, drugs, drug paraphernalia, and medical drugs.
* Dangerous items: hazardous materials, recalled items, and weapons or imitation weapons.
* Illegal items, items promoting illegal activity, and highly regulated items.
* Internationally regulated items, Mature content.
* Violent items: items that promote, support, or glorify violence.

**Alcohol** may not be sold without the submission of all applicable licences and permissions. Food products containing alcohol, such as baked goods are permitted.

**Animal products** Textiles made from legally allowed animal hair and pelts, e.g. wool and leather, are permitted to be sold. Live animals and products made from endangered or protected animal species are not permitted to be sold. Ivory products are not permitted to be sold.

DSCDC recognises that the United Kingdom has banned the farming of animals for their fur on ethical grounds since 2000 and the use of one of the most common traps used to catch animals for their fur has also been banned for many years. Recognising that real fur is cruel and unnecessary, DCSDC prohibits the selling of products containing real animal fur on council run markets and events (including seasonal and Christmas markets).  All products wholly or partially made with real fur are covered by this ban and includes for example; fur coats, vintage fur, fur shawls, garments with fur trim, fur pompom hats, and fur accessories and trinkets

**Hate items** We do not permit the sale of items that promote, support or glorify hatred towards people or otherwise demean people based upon: race, ethnicity, national origin, religion, gender, gender identity, disability, or sexual orientation. We also prohibit the sale of items that promote paramilitary organisations or contain sectarian, racist, homophobic or otherwise hateful slurs or language.

This list is not exhaustive; Council reserves the right to ask traders to remove any items from their stall at any time if they are deemed as inappropriate. Carefully consider if your products could be deemed offensive.

**Trading Standards:** All traders are required to ensure that all products for sale meet all current trading standards legislation.

Trading Standards Officers will have the right to confiscate any products which do not meet current legislation or standards. For more information on Trading Standards, visit <https://www.economy-ni.gov.uk/topics/consumer-affairs/trading-standards-service>

Formal inspections will be conducted by Council’s Environmental Health Officers prior to and regularly throughout the event. Any traders without an appropriate HACCP management document being fully completed may be prevented from trading until such time as Council are confident that checks have been carried out and standards met.

**You could face legal action if a product is found to be unsafe or causes harm to consumers.**

**Pricing & Price Marking:** Reasonable steps should be taken to ensure that all goods offered for sale have prices displayed which are clearly legible, unambiguous, easily identifiable and inclusive of VAT.

**Weight Marking & Quantity Declarations:** Reasonable steps should be taken to ensure that all goods offered for sale are labelled with quantity. Information must be visible and legible. Where any weighing equipment is used for the sale of goods by sellers it must be approved as fit for use for trade. You should notify Trading Standards of any sellers who you may suspect to be using incorrect or inaccurate equipment. Where possible, steps should be taken to ensure that goods offered for sale are correctly and accurately described. Any signs such as ‘No Refunds’ should be prohibited.

**Carrier Bag Levy**

Across Northern Ireland the Carrier Bag Levy became operational in 2013 and under this legislation it is a statutory requirement for **all** sellers/ retailers to charge a levy for each new carrier bag they supply to customers (whether the bag is made from paper, plastic or natural materials). Since 1 April 2022, the levy is 25p. This is the minimum amount that sellers/ retailers can charge. No sellers/ retailers are exempt but there are certain exceptions relating to food hygiene and food safety.

Proceeds are paid directly to the Department of Agriculture, Environment and Rural Affairs. As a trader, responsibility for registration and payment lies with you. Fines can range from £100 to £20,000 and compliance spot checks can be carried out at any time. Further information can be found by visiting: <https://www.nidirect.gov.uk/articles/carrier-bag-levy>

**Water Supply & Waste Disposal:** Ensure you and your employees are familiar with the event site and location of waste receptacles. Council would be grateful if you would take all your waste to these areas regularly throughout the day. It is the responsibility of the trader to ensure proper disposal of waste, such as oils, fats and batter type mixes. **Do not allow waste to accumulate around your stall and please ensure you flatten all cardboard fully.**

**Under no circumstances is liquid waste to be disposed of down drains, grids or soak ways.** Please note, any illegal disposal of waste matter such as liquids/ oils/ fats/ batter type mixes could result in a financial penalty from Northern Ireland Water. Also, any costs incurred in the cleaning/ repair of drains or soak ways will be passed onto the trader. CCTV may be operational at the event.

**Power Supplies:** If requested and required for trading, electricity will be supplied to you. The cost of power supply is included in the charge for the space allocated to you. The supply will consist of mainly 16amp outlets but a limited supply of 32amp supply and 3Phase supply can be provided. No Electrical equipment will be supplied on the day.

**Power cuts occur for many different reasons and usually without warning. Council accepts no responsibility for damage to stock or electrical equipment as a result of disruption to power supplies.**

Where applicable, portable generators brought on site by council will be switched off each night when trading cease. Therefore, there will be no overnight electrical supply. Please make alternative arrangements for stock that requires refrigerated, chilled or frozen overnight. Traders will not be permitted to use generators in the event site.

### **Traders Equipment & Certificates for Inspection:** Traders must have with them at the allocated position/ pitch current safety Certificates. Please note:Every effort will be made to help ensure that traders are supported to comply with the applicable legal requirements. However, if traders are not forthcoming with the appropriate documentation when requested then Council has full authority to deem the equipment as unsafe and withdraw the trader from the event.

### **Electrical -** All traders using Electrical appliances must have with them on the stall at all times current Portable Appliance Test Certificates (PAT) in accordance with Health and Safety at Work legislation and corresponding certified labels must be place on the equipment that has been tested for identification purposes. No domestic electrical equipment will be permitted to be used at this event. All electrical equipment being exposed to weather conditions must be IP65 rated for external use as a minimum including all electrical cables. No Electrical equipment will be supplied although an electrician will be on site to ensure you can connect your equipment safely. Traders are responsible for the maintenance of their own equipment. Where equipment is deemed as risky DCSDC have the right to refuse access to electric. Unless otherwise permitted, traders will not be permitted to use generators in the event zone.

**Fixed Electrical Certificates for Mobile Units -**All traders using an electrical supply via a mobile/ trailer-type unit must have with them on the unit at all times current Fixed Electrical Certificate. A separate PAT certificate will also be required for all electrical equipment.

**Gas -**All traders using Liquefied Petroleum Gas (LPG) appliances must have with them on the stall at all times current Gas Safety Certificates in respect of each piece of equipment and installation. Suitable distances between the installation and vulnerable features must be maintained. Gas cylinders must be kept in well ventilated and secure locations and not inside the DCSDC stalls used for electrical fit out. **Under no circumstances should Propane (red gas bottle) be kept inside the stalls/ trading unit.** Gas cylinders should be fitted with an automatic cut off valve and be protected from tampering. All fryers should be fitted with an automatic high temperature-limiting device (operates at a fat temperature of 250 degrees Celsius or lower). Traders using LPG appliances MUST carry suitable fire extinguishers and fire blankets.

**Fire-Fighting -** All traders using any kind of cooking or heating appliances are required to maintain in good working order suitable fire-fighting equipment on their stall/ mobile unit at all times. Any trader using a deep fat fryer unit **must** have, a class 2 Wet Chemical Fire Extinguisher on the stall/ mobile unit at all times.Fire-Fighting equipment must be easily accessible at all times. You must ensure that you have the relevant firefighting Equipment currently certified as fit for purpose.

**PLAESE NOTE:** Formal inspections will be conducted by DCSDC Environmental Health and Health & Safety representatives, prior to the opening of the event. Repeat inspections will be made regularly throughout the event. Any traders without up to date and appropriate certificates for all their equipment will be prevented from trading until such time as they can provide the documentation.

**Public, Product and Employers Liability Insurance:** You are required, for the duration of the event including setting up and breaking down, to have Public Liability Insurance to the value of £5m in respect of any one claim. Where applicable Insurance policies must specify cover for trading from a Market Stall. All Insurance policies must indemnify DCSDC against any claims or actions arising from you carrying out your business or by your acts or omissions or failure to comply with the instructions by DCSDC. All traders must have with them on the stall at all times current Insurance Certificates.

Council advises traders to hold adequate Product Liability Insurance to help protect against claims for personal injury or property damage caused by a product designed, sold or supplied by traders.

**Parking:** Traders are required to make their own arrangements for parking and use public carparks within the vicinity of the event site. Under no circumstances are vehicles to be parked on footpaths or in the vicinity of the event location, such as Union Hall Place, Guildhall Street, Guildhall (building) car park or Custom House Street. Unauthorised vehicles parked in the vicinity of the event zone may be subject to a penalty notice enforced by the Department for Infrastructure parking attendants.

**Security:** Where applicable, security will be on duty during the course of the event including the set up and break down periods. Larger scale events will have 24-hour security. Security and safety is of major importance and it is essential that you follow all instructions quickly and efficiently given by the security and management personnel on duty at all times. CCTV may be in operation at the event. **Council accepts no responsibility for the security of your belongings.**

**PLEASE NOTE:**

* expensive vehicles and equipment are secured at traders own risk.
* Where applicable, once the security fencing is removed from around the event site, trading pitches are unsecured between trading times. Please ensure your pitch is manned as council accepts no responsibility for the security of your belongings.

***PRODUCT & FOOD SAFETY at DCSDC EVENTS***

Safety at our events is paramount, not just the infrastructure we put in place but also the products on offer by the individuals and businesses involved in helping us to deliver our events. The Information below is a synopsis of the legislation, regulations and guidelines in terms of food and product safety.

If in doubt, please don’t hesitate to contact the relevant departments for clarification

* Food Safety Email: [food@derrystrabane.com](mailto:food@derrystrabane.com)
* Health & Safety Email: [healthandsafety@derrystrabane.com](mailto:healthandsafety@derrystrabane.com)
* Consumer Protection Safety Email: [consumerprotection@derrystrabane.com](mailto:consumerprotection@derrystrabane.com)

**Food Safety & Standards (specific to Food traders):**

***Food Labelling:*** From 1 October 2021 the requirements for prepacked for direct sale (PPDS) food labelling will change in Wales, England, and Northern Ireland. The new labelling will help protect your consumers by providing potentially life-saving allergen information on the packaging. Any business that produces PPDS food will be required to label it with the name of the food and a full ingredients list, with allergenic ingredients emphasised within the list.

Businesses need to check if their products require PPDS labelling and what they need to do to comply with the new rules. Further details can be viewed via the following links and attachment below:

<https://www.food.gov.uk/business-guidance/packaging-and-labelling> <https://www.food.gov.uk/topic/labelling>

<https://www.derrystrabane.com/Subsites/Health-Community-Wellbeing/Food-Control-and-Infectious-Disease-Team/Advice-for-Food-Business-Operators/Food-Labelling>



***Food Allergen Information***: **Food allergens can be life threatening** and the only way people can manage a food allergy is to avoid the foods that make them ill. An oversight on your part – such as serving someone a food they are allergic to – can damage the reputation of your business as well as cause serious harm to your customer. Food allergens cannot be removed by cooking. That is why it’s essential to practise good kitchen hygiene, as well as careful separation, storage and labelling of ingredients when preparing food.

**From 13 December 2014, all food businesses will need to provide information about the allergenic ingredients used in food sold or provided by them.** The EU Food Information forConsumers Regulation (No.1169/2011) outlines the new requirements for businesses which areproviding food sold prepacked and non-prepacked (loose) such as food sold in a restaurant ortakeaway.

Further details can be viewed via the following attachments:

   

Additional information and requirements from Council’s Environmental Health Section can be obtained by visiting the links and attachments below:

<https://www.derrystrabane.com/Subsites/Health-Community-Wellbeing/Food-Control-and-Infectious-Disease-Team/Advice-for-Food-Business-Operators>

  

**Product Safety/ Consumer Protection (specific to Fast Selling Toy and Craft traders):**

***Toy Safety Regulations 2011***

Under the current Toy Safety Regulations 2011 as amended by the Product Safety and Metrology etc. (Amendment) (NI) (EU Exit) Regulations 2020, Northern Ireland stall holders who are purchasing toys from GB and then supplying them to consumers in NI are defined as ‘importers’ and have many obligations, including having their name and address to be marked on each toy or packaging. There are many other obligations of importers listed in the guidance, including using the correct conformity markings on toys, i.e. CE marking, or UKNI & CE marking. Further details on the guidance from The Office of Product Safety Standards (OPSS) can be viewed via the following link:

<https://www.gov.uk/government/publications/toys-safety-regulations-2011/toys-safety-regulations-2011-northern-ireland>

Stall holders who are purchasing toys from within NI or the EEA and supplying to consumers within NI, will be defined as ‘distributors’, (not ‘importers’) and will be required to comply with their obligations as a distributor. Distributor obligations are detailed in the guidance link above. The above guidance also applies to toy manufacturers.

***EU Market Surveillance Regulation 2019/1020***

The EU Market Surveillance Regulation 2019/1020 which came into force on 16th July 2021 also impacts on NI toy retailers. For an NI business selling products made by a manufacturer established outside NI or the EU (e.g. GB, China, or other non EU country) and directly selling them to NI consumers, there must be a responsible economic operator established in NI or the EU to fulfil the compliance tasks of Article 4 (should Article 4 apply to your business).

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/993066/guidance-msc-regulation-article-4-businesses.pdf>

Otherwise the product may not be offered for sale to NI/EU end users. The responsible economic operator can be any one of a manufacturer, importer, authorised representative, or a fulfilment service provider but in all cases must be established in the EU (or NI).

***General Product Safety Regulations 2005***

Guidance from the OPSS on the General Product Safety Regulations 2005 (GPSR) as they apply to products being supplied in or into Northern Ireland can be obtained by visiting the following link:

<https://www.gov.uk/government/publications/general-product-safety-regulations-2005/general-product-safety-regulations-2005-northern-ireland>

***EU Regulation 2009/1223 and the Cosmetic Products Enforcement Regulations 2013***

There are rules for cosmetics being supplied in Northern Ireland, of which face paints, bath bombs, body creams etc. would be classed as. Further details on the rules for cosmetics being supplied in NI can be obtained by visiting the following link:

<https://www.gov.uk/government/publications/cosmetic-products-enforcement-regulations-2013/regulation-20091223-and-the-cosmetic-products-enforcement-regulations-2013-northern-ireland>

All cosmetics being sold in NI must be submitted on the EU Cosmetic Product Notification Portal (CPNP) <https://webgate.ec.europa.eu/cas/login>

***Candles and Wax melts***

For stall holders making or supplying candles or wax melts please refer to the following guidance. Whilst the guidance specifically names candles, it is also applicable to wax melts.

<https://www.derrystrabane.com/getmedia/86bed0ad-1212-481f-86dc-0d333d975bba/Candle-wax-melt-and-diffuser-presentation-230310-PDF.pdf>

**Please Note:**

You could face legal action if a product is found to be unsafe or causes harm to consumers.

Additional information on consumer safety, product safety advice for businesses and an A to Z of product safety for businesses can be obtained by visiting the links below:

* <https://www.derrystrabane.com/services/health-communitywellbeing/health-safety-and-consumer-protection/consumer-protection>
* <https://www.gov.uk/guidance/product-safety-advice-for-businesses>
* <https://www.gov.uk/guidance/product-safety-for-businesses-a-to-z-of-industry-guidance>
* <https://www.nibusinessinfo.co.uk/content/product-safety>

*REAL DEAL*

The Real Deal Charter is a self-regulatory code aiming to create a fake free shopping environment at markets and car boot sales. Derry City and Strabane District Council is committed to eliminating the sale of fake, illegal or unsafe goods at its events and work with the relevant authorities to do so. In line with Street Trading Legislation we will require the following information from traders (for stall owners and individuals manning the stall in the owner’s absence):

* Proof of identity (driving licence, passport or identity card)
* Proof of address (paper part of driving licence, utility bill – gas/electric, not mobile phone)
* Proof of vehicle registration (vehicle log book / V5C)

Traders must also display prominently at the front of their stall:

* Trader ID (at least A4 page stating company name & company address).

For more information on the Real Deal Charter visit [www.realdealmarkets.co.uk](http://www.realdealmarkets.co.uk).

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***COVID-19***

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[www.nidirect.gov.uk/campaigns/coronavirus-covid-19](http://www.nidirect.gov.uk/campaigns/coronavirus-covid-19)

Derry City and Strabane District Council thanks you for taking part in our events, we look forward to welcoming programming back into the City. Although many coronavirus restrictions have eased, guidance remain in place to help stop the spread of COVID-19. Continue to protect yourself and others by following public health advice, by making safer choices and following public health advice, you can help lower the spread of COVID-19 in the community.

The current regulations are available on the Department of Health website:

[The Health Protection (Coronavirus, Restrictions) Regulations (Northern Ireland) 2021(external link opens in a new window / tab)](https://www.health-ni.gov.uk/publications/health-protection-coronavirus-restrictions-regulations-northern-ireland-2021).

**Symptoms: If you have flu like symptoms, please consider face coverings and good hand hygiene practices whilst on site.**

**As an extra precaution DCSDC encourages everyone taking part in our events to take a COVID-19 Rapid Lateral Flow test 24hrs prior to the event.**

**If at any point during event you have symptoms of Coronavirus (COVID-19), you must** **inform event management.**

***INCIDENTS, CANCELATION POLICY, BREACH of T&C’s, DISCLAIMER and EMERGENCY CONTACT***

**Reporting of Incidents:** The following incidents should be reported immediately to the nearest member of staff/ security: lost children, fire, suspicious packages, dangerous occurrences, accident or injury to any person in your area, acts of public disorder or any behaviour in your area which you feel compromises the safety of your area and loss of damage to property of a third party. In certain cases, you may be asked to supply further written details of the occurrence.

In the event of an emergency situation, you will be expected to cooperate fully with any instructions issued by staff or the emergency services.

If you wish to make a comment, compliment or complaint, you may do so via the following channels:

Telephone: Council’s main number (028 71 253253)

Email: [customerfeedback@derryandstrabane.com](mailto:customerfeedback@derryandstrabane.com)

Post: <http://www.derrystrabane.com/getmedia/9e12c7c5-ee0f-49ad-a46d-79a013075407/DCSDC_-Comments-Compliments-and-Complaints-Form_www.pdf>

**Cancellation Policy:** In the event of cancellation by the stall holder, any fee paid will be refunded if cancelled more than 14 days before the event but the full fee is payable for any cancellations within 14 days of the event.

Where cancellation by the Licence Holder takes place within 14 days of the Event Council may, refund the Licence Fee (or part of it) on the grounds of the Licence Holder’s compassionate circumstances at the time of cancellation. Any such decision shall be entirely and solely at Council’s discretion.

In the event of cancellation by Derry City & Strabane District Council more than one week before the Event 75% of the Stall Fee shall be refunded.

In the event of cancellation by Derry City & Strabane Council within one week of the Event 100% of the Stall Fee shall be refunded.

Derry City & Strabane District Council shall adhere to its Adverse Weather Policy in deciding whether to postpone/cancel the Event.

Derry City & Strabane District Council shall not in any circumstances be responsible for any direct or indirect loss as a result of cancellation, postponement or relocation by Council or otherwise.

**Breach of Terms and Conditions:** Traders found to be breaching any of the terms & conditions (except verbal or physical abuse at the Event which is dealt with below) will be issued with a written warning. A second breach of the terms and conditions after the issue of the written warning will result in the immediate removal of the Trader from the Event.

Derry City & Strabane District Council does not tolerate verbal or physical abuse of its agents, employees or representatives. Where Council (at its discretion) decides that any Trader (or its employees, representatives or agents) has physically or verbally abused Council’s agents, employees or representatives, that Trader shall be immediately removed from the Event.

A Trader’s failure to comply with any of the terms and conditions will be considered in any future application to trade and may adversely affect their application and result in same being refused.

Where a Trader has been removed from the Event as a result of a breach of terms and conditions there shall be no refund issued.

**Disclaimer:** Derry City and Strabane District Council, the event organisers, will not be responsible for damage to stock or theft during the event. No responsibility will be accepted by the event organisers for the security of any goods, money or equipment before, during or after the event. Although security will be on site, it is the trader’s responsibility to ensure all transactions made are between the vendors and the purchasers alone, and no responsibility will be accepted by the event organisers for any transactions.

In certain instances, (including but not limited to- Health and Safety requirements, Crowd Management, weather, additional event infrastructure etc.) modifications to event layout, including the repositioning/ relocation of traders before or during an event may be necessary.  In such circumstances, Council will seek to notify the trader on the day prior to the repositioning/ relocation, however Council reserves the right to reposition/ relocate traders during the event. Where a trader is no longer happy with the repositioned/ relocated trading pitch they will be issued a pro rata refund.

Council will not be liable for any direct or indirect loss in any circumstances including cancellation, postponement or relocation of the Event by Council or where there is a dispute between the Licence Holder and the owner of the goods as to the right of the Licence Holder to sell the goods/ products.

**Emergency Contact Details:** In order that we have 24hr contact with you in case of Emergencies you are required to complete the details below and send/email back to us. It must show clearly the name and contact telephone number of the designated person on your stall who we can contact in an Emergency.

In case of an emergency, please contact:

|  |  |
| --- | --- |
| **24hr Emergency Contact 1 Name** |  |
| **24hr Emergency Contact 1 Telephone No** |  |
| **24hr Emergency Contact 2 Name** |  |
| **24hr Emergency Contact 2 Telephone No** |  |

*DECLARATION and ACCEPTANCE OF TERMS and CONDITIONS*

I hereby agree and certify:

1. That I have read and understood the Terms and Conditions and that all of the below information contained in this acceptance is correct to the best of my knowledge;
2. I and any employees or assistants attending the Event are eligible to work in the United Kingdom;
3. All goods and products to be sold at the Event comply with all local and national laws and legislation including (but not limited to) DCSDC’s trading T&C’s, trading standards, consumer protection standards and food safety;
4. That in line with current Street Trading legislation, I will ensure that no prohibited products will be sold or displayed such as, restricted and non-permitted items referenced in DCSDC’s trading T&C’s;
5. If I am not the Owner of the goods and products to be sold at the Event, I have the necessary consent and authority to the sell them at the Event on the owner’s behalf;
6. I accept that DCSDC reserves the right to cancel a market and/ or event on the grounds of health & safety in the event of adverse weather or other unforeseen circumstances outside of the control of DCSDC;
7. I agree to indemnify DCSDC from and against all claims, costs, injury, damage loss and expenses howsoever arising as a result of my actions or those of my employees and assistants at the Event.

|  |  |
| --- | --- |
| Signed |  |
| Date |  |
| Trading As |  |