

We have a number of rules that you must agree to before becoming a stall holder at our car boot sales.

Definitions

The council means Test Valley Borough Council.

Market Manager shall be the person or persons nominated to act in this role by the council.

Stall means vehicle, space, table, pitch, trailer or any space where goods are sold.

Site means the place allocated to a seller.

Seller means the person who paid the pitch fee on entry to a site.

Selling Rights means the right to occupy a stall on an allocated site.

Agent means any person visiting the car boot who has any connection with a stall or stallholder.

Any reference to action by the council shall include any member of staff employed by them or their approved operator for the purpose of market operation and management.

General

Nothing in these rules or regulations shall be deemed to create the relationship of landlord and tenant between the council and seller.

"Selling Rights" are granted by the council subject to observance of all of these regulations or rules by the seller.

Payment for selling rights shall be paid in advance via the pre-booking service available at www.pitchbooking.com. Payments are non-refundable or transferrable unless the council cancel the car boot sale.

The council reserve the right in their absolute discretion to refuse selling rights or entry to any person or persons for any reasons.

Sellers and buyers shall comply with any instructions given by the council's officers or representative of the approved operator.

The council reserves the right to alter any stall location, change the layout or vary the trading times on any occasion and no party will have exclusive occupation of any site. The council reserves the right to alter or vary the location of any site without notice.

If in any event the council moves the car boot, sellers will not retain any rights to occupy any part of the existing market site.

If any seller contravenes any of these rules and regulations herein the council shall invoke against the primary stallholder the procedures set out in the disciplinary section of these rules and regulations.

Stalls or trading space will not be let to any political party that is registered as such by the Electoral Commission.

Trading Hours

The car boot site will be available for setting up from 10.30am. Traders must not leave the site until the event closes at 4pm, due to health and safety. By 5pm all transport must be clear from the site.

No refunds will be made, except if the event is cancelled by the Council.

No vehicles will be allowed entry after 11.30am.

Trading Restrictions

Sellers shall not conduct "Dutch" auctions or similar methods of trading except on sites specifically agreed by the council for that purpose.

Sellers shall not offer for sale any goods, which by reason of size, smell, noise, condition or nature are, in the opinion of the council, objectionable for any reason. Any goods identified as objectionable shall be removed forthwith from the car boot by the stallholder.

Sellers shall not offer for sale any weapons, pornography, drug related goods, stolen goods, fireworks, uncooked food or homemade food, no stall shall contain more than 50% new goods.

Food & drink, including alcohol may only be sold by the official event providers as designated by the council.

Safety, nuisance and identification

It is the seller's responsibility to ensure their pitch is kept clean and tidy during the day and is left clean and tidy at the end of each car boot. Any refuse, litter or spillages must be deposited in the appropriate receptacle or cleaned up. It is the sellers' responsibility to remove all waste during and at the end of each market day.

Generators are not permitted except by prior arrangement with the council.

Sellers are responsible for removing all waste associated to their pitch from site at the end of the trading period. Any rubbish left on site will be treated as a fly tip and the offender will be sent the appropriate fine.

All passageways and viewing points within the car boot are reserved for pedestrians and must be kept free of obstruction with particular attention to dropped kerbs for wheelchair access. This includes "A" frames which are not permissible outside the boundary of the stall (excluding official signs)

Sellers shall not block any fire exits of premises adjacent to their stalls.

Discipline

Breaches of rules or regulations will normally be discussed with the seller concerned as soon as the car boot manager is aware of any breach. Sellers will normally be asked to correct any breaches or comply with any rules in the first instance.

If a seller does not comply with a verbal request, or if a further breach occurs on the same day, then a formal written notice will be issued as soon as possible.

Sellers suspended or removed from the car boot are still liable to the fees due for any period of absence under their agreement.

Disciplinary matters will, in the first instance be dealt with by the car boot Manager and if necessary be referred to the appropriate council officer.

Appeal provisions

The council will discuss any issue and give reasons for their decision in the first instance.

If sellers are not satisfied with the explanation or decision, they may contact the council who will review any action and respond in writing stating their decision if required.

Car boot management

The success of the events depends on the joint working of the council officers, council, sellers and buyers.

If issues affect individual traders, then they will be consulted directly.

Council officers will act openly, honestly and without favour.

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