



TERMS AND CONDITIONS 2023 v2.0

INTRODUCTION

All Producers/Stallholders attending Hampshire Farmers' markets (HFM) are subject to control through regulation and byelaw. Regulations cover conduct of Producers/Stallholders, attendance, Market bookings, Stall allocation, Stall use, insurance liabilities, payments, identity and procedures for complaints, disputes, disciplinary code, health and safety, food stalls and good practice.

All Producers/Stallholders will comply with these regulations and will also ensure that their representatives, employees and other persons assisting them in carrying on their business are fully aware of and comply with all aspects of the requirements of these regulations.

These terms and conditions are constantly reviewed and may be updated as necessary as per our Articles of Association.

The office team includes the board of Directors for reference in this document. Our office email is the direct contact to the team and emails will be directed from there. All contact must go via the office email address in the first instance. When the office is referenced in this document, it refers to the admin@hampshirefarmersmarket.co.uk email address.

When you pay your membership fee and join Hampshire Farmers' Markets or trade at any of our events, you accept our Terms and Conditions.

See additional regulations for Growing Associations, Country Markets, Crafts and Producer Groups.

Criteria

1. Save for produce offered for sale by Guest Producers all, Produce offered for sale at the Market must be produced by the Producer in Hampshire or within twenty miles of its borders. No bought in produce may be sold.
2. For the purposes of Criterion 1, produced shall mean grown, reared, raised, caught, brewed, baked or processed in Hampshire or within 20 miles of the border of Hampshire.
3. For the purposes of Criterion 2, processed shall mean subjected to a process which has fundamentally and significantly altered the primary ingredients. Processed shall not mean pickled, marinated, smoked or any other process designed to add value to primary ingredients.
4. Any Produce, which has been grown, reared or raised, should have spent at least 50% of its time with the Producer.
5. Game shot or caught within the defined local area may be sold at the markets by the person rearing or licensed to hunt the game.
6. Coastal fish sold at the markets, ideally, should be sold by the fisherman, or a relative. A representative of a number of known local boats may attend the market so long as the fishing grounds are known local, inshore waters and a link to the fishing business/es can be proven.
7. Secondary/own produce must contain a minimum of 20% locally sourced ingredients and must be supported with invoices for at least the preceding twelve months.

General Conditions

Interpretation of Regulations and Decisions

- Final Decisions: The Office team and the HFM Board hold the final decision on every matter arising in connection with the Market.
- Suspension or Removal: The Market Manager or the Office team has the authority to suspend or remove any Producer/Stall-holder found in breach of these regulations at any time, pending the initiation of the Adjudication Procedure.
- Compliance Inspections: To ensure adherence to the Market Regulations, up to four independent inspections of existing Producers will be conducted annually. The selection of Producers to be inspected will be random. All Producers are requested to cooperate with the appointed Inspector(s) and provide the necessary information or documentation.
- Breach Inspections: If the HFM Board has been informed of a potential or actual breach of Market Regulations by a Producer, and the Board deems an inspection necessary, the Producer must agree to an independent verification inspection within three months of the initial request. If the inspection does not occur within this timeframe, the HFM Board reserves the right to initiate the Adjudication Procedure.
- Compensation for Breach: In case of a breach of Market Regulations, HFM reserves the right to seek reasonable compensation from the Producer, if the HFM Board and/or its Officers have incurred time and/or expenses in resolving the breach.

Application Process and Stall Allocation

- All applications for a stall should be directed to HFM, using the designated application form and inclusive of all necessary supporting documents.
- HFM will assess all applications in accordance with the criteria outlined in the 'Consideration of Market Stall Applications' segment of our regulations.
- The exact location and dimensions of each stall will be determined by HFM. This decision is final.
- Each stall includes a 3m x 3m space. Please note that canopies are no longer provided. Tables or any other necessary equipment must be provided by the stall-holder.
- Requests for extension of the stall must be submitted to and approved by the Office Manager prior to the market day set-up. Additional charges may apply for this extra space.
- If special transportation needs for your produce necessitate additional space (e.g., for refrigerated vans or mobile units), this can be arranged at an additional cost, subject to prior approval from the Office Team.

Consideration of Market Stall Applications

- Application Process: Application packs for the following year's farmers' markets will be emailed to all Producers on the HFM database. There will be a 3-week window between the sending of application packs and the closing date for returns. Notifications regarding the dates for emailing application packs, the closing date for returns, and acceptance notifications will be communicated via e-mail and Producer Meetings. Late applications will be flagged and considered only after all on-time applications have been processed, and they will be reviewed in order of receipt for remaining market vacancies.
- Priority: Longstanding regular Producers will be prioritised when allocating stalls. Their applications will be considered based on their historical attendance records, dating back to the start of the HCC-run markets in 1999, regardless of whether the produce is year-round or seasonal.
- New Applicants: New applicants, whether based in Hampshire or within a 20-mile radius of the county boundary, will be allocated space at markets only after the regular attendees' applications have been processed and where vacancies remain. Large Producers and new collectives might not be accepted, and new applications for double stalls will only be considered if space allows after all single stall applications have been processed.
- Product Representation: To maintain customer interest and ensure the financial viability of each Producer's attendance, HFM will strive to prevent any product type from being overrepresented at any market. Craft-type stalls will be limited to a maximum of 10% of the total number of stalls at any market. This does not apply to plant stalls.
- Inspection for New Applicants: New applicants who have been preliminarily accepted by the HFM Board will receive a visit from the Compliance Committee representatives before a final decision is made.

- Minimum Market Attendance: All applicants are expected to apply for regular attendance at a minimum of one HFM market venues every month.
- Discretion and Appeals: Application consideration is at the complete discretion of HFM. If an applicant who has been denied a stall believes they have been treated unfairly or that the above factors were not properly considered, they should submit their complaint in writing to the Adjudication Panel within 14 days of the refusal confirmation letter.

Guest Producers

Where a vacant stall exists at a market and no suitable applicant has applied for that vacant stall, HFM may, at its complete discretion, invite a Guest Producer from further afield up to a maximum distance of hundred miles to attend such Markets. Preference will be given to the most local producer when a space becomes available at the market, without compromising quality. It is intended that Guest Producers will add variety to the Markets so as to improve the customer experience and enhance goodwill for the benefit of all Producers. The produce of such Guest Producer offered for sale should not be identical to other Producers who have been accepted to that Market.

The Guest Producer will be required to comply with the General Conditions set out within these regulations this will include a full compliance visit to the producer's farm/ place of production at a charge at 45p per mile.

The Guest Producer will be required to clearly display its Guest Producer status upon its stall.

HFM will endeavour to ensure that the attendance of Guest Producers will not adversely affect the interests of producers. An invitation to attend specified Market(s) shall not confer upon a Guest Producer any further rights in respect of any future Markets.

The Guest Producer must also comply with the Guest Producer Terms and Conditions.

Consideration of a Producers Change of Business Operations

- Sale of Business: In the event of the sale of a longstanding Producer's business, the purchaser shall inherit the historical attendance record of the Producer. This acknowledges the contributions the Producer has made to HFM Ltd and its markets over time. However, this transfer will be contingent on the new owner:
 - a) Submitting a satisfactory application form to the HFM Board.
 - b) Continuing to operate the business along similar lines as before.
 - c) Retaining a product range that's largely unchanged from before.
 - d) Ensuring continuous attendance at the markets.
- Transfer to Family Member: If a longstanding Producer's business is transferred to a close family member, they will retain the historical attendance record, provided the business continues to operate on similar lines and maintains a similar product range as before.
- Change in Product Range: If a longstanding Producer sells their business but wishes to continue/return to the markets with a significantly different product range, they will lose the benefit of the historical attendance record.
- Prolonged Absence: If a longstanding Producer is absent from the markets due to unavoidable circumstances (such as prolonged illness), the historical attendance record will be preserved, unless the absence exceeds 12 months. In such cases, the HFM Board will review the situation.

Market Operations and Management

- **Market Timings:** Our markets typically operate within specific hours that will be communicated to traders. These timings may vary for special events such as food festivals.
- **Vehicle Access:** Vehicles are allowed on the market site within a specific window of time, which will be communicated to traders. Vehicles should not enter or exit the market during trading hours to maintain a safe environment for customers.
- **Stall Setup:** Stalls should be fully set up and ready for trade half an hour before the market's scheduled opening time. Stallholders are expected to display their goods and produce until the market closes and are not permitted to dismantle their stalls prior to the market's scheduled closing time.
- **Departure:** Stallholders must vacate the market within one hour after the market's closure. Vehicles will not be allowed on site until the market has officially closed.
- **Stall Information:** Stallholders must visibly display their business/group name, business location, and contact details on the stall.
- **License Duration:** Any issued licenses for stall occupancy are valid only for the duration of the market and expire at market closure.
- If a trader decides to not attend a market for any reason, it is their responsibility to contact the office team via email. You should also contact the market manager if cancelling on the day of the market only.

Additional Regulations For Growing Associations, Country Markets, Crafts and Producer Groups

- **Limited Attendance:** Only one local grower's association/producer group and one local Country Markets group will be permitted to attend each market.
- **Abidance by Trading Rules:** The group must adhere to the trading rules governing their organisation. A copy of these rules must be submitted to the Farmers' Market Office along with the application form and will be kept on file.
- **Awareness of Market Regulations:** All members of the association or group producing produce for sale at the stall must sign an application form. This is to ensure that they are aware of, and will comply with, the Market Regulations.
- **Quality and Pricing:** All produce must be of good quality and the pricing structure should reflect the production costs of the product.
- **Selling Representatives:** Only two representatives from any one organisation will be permitted to sell at any given time.
- **Compliance with HFM Regulations:** All other Hampshire Farmers' Markets Regulations will apply to these groups.
- **Educational Aspect:** To enhance the educational aspect of the Market, rural craft/activity stalls that do not meet the local content criteria may be deemed appropriate by The Board.

Adherence to Market Operating Times

We place the utmost importance on health and safety, as well as adhering to contractual obligations. Therefore, traders must strictly comply with these times. Specifically:

- **Arrival:** Traders should arrive at the market venue at a time that allows them to have their stall fully set up half an hour before the market's scheduled opening time. We email you before each market to confirm the times.
- **Trading Times:** Traders should start trading strictly from the designated market opening time and cease trading promptly at the market's closing time. This ensures a safe and efficient setup and clearance process.
- **Communication:** If traders have advertised different market times, they must amend these and ensure their customers are informed of the correct timings.

It's important to remember that our aim is to create a safe and enjoyable environment for everyone involved. Your cooperation in adhering to these rules is greatly appreciated.

Trader Responsibilities

- **Stall Maintenance:** Traders are expected to maintain a tidy and hygienic environment around their stalls. Both traders and their representatives should maintain a neat and clean appearance at all times.
- **HFM Membership Display:** All traders are required to display HFM Membership boards on their stalls if issued to them.
- **Quality Control:** Only high-quality products should be sold at our markets, and all food products should be fresh. The highest standards of presentation are expected.
- **Compliance:** Traders can only sell items that have successfully passed our compliance checks. All such items must have been approved by the HFM office with the necessary paperwork submitted. If a trader is found selling non-compliant items, they will be asked to withdraw those items. Repeated instances could lead to exclusion from our markets.
- **Waste Management:** All waste generated should be removed by traders from the market site. Any dirty water or ice should be appropriately disposed of. Traders selling hot food must provide at least one front-of-house bin.
- **Smoking/Vaping and Pets:** For the interest of all traders and customers, smoking, vaping, and pets are prohibited in the immediate market area.
- **Alcohol Licensing:** If you're responsible for obtaining an alcohol license for a market, you must submit a copy to the HFM office in a timely manner. Non-compliance will result in the barring of all alcohol sellers from that market. Costs associated with licenses will be shared equally by the alcohol sellers in attendance on the day of the market.
- **Space Management:** Traders should remain within their allocated trading space, not encroach on walkways or other stalls, and keep emergency access clear. The use of 'A' boards is subject to the market manager's discretion.
- **Transparency:** Traders must provide clear written information about their production methods and make it available to the public upon request.
- **Legal Compliance:** Traders are required to abide by the relevant legislation, including Regulation (EC) 852 and 853/2004, the Food Hygiene (England) Regulations 2006, the Food Safety Act 1990, and others. Traders should maintain a record of invoices for the purchase of local ingredients used in the production of goods sold at the markets for at least the preceding twelve months.

Hot Food Traders

Hot food traders have additional safety and hygiene requirements, including adequate staffing, compliance with food safety regulations, and provision of a front-of-house bin. Traders must display a valid food hygiene certificate and submit a copy to the HFM office annually.

Alcohol Licence

HFM is not responsible for any costs related to Temporary Event Notices (TENs) licenses, including refunds. It is the trader's responsibility to secure necessary permissions to trade. Authorisation from HFM and Licensing is required for on-site alcohol consumption prior to the event. Proof of certification must be submitted to the admin department before your attendance. If you are booked for a market and you are unable to trade due to you not applying for a licence in time, you will still be charged for your stall plus any appropriate administration fees as on our Rates Card.

Stall Holder Conduct Policy

Maintaining a friendly, respectful, and professional environment is a top priority at our markets. We expect all our traders to uphold these principles in all their interactions.

- **Respectful Conduct:** Any form of aggressive, abusive, or intimidating behaviour is strictly prohibited. Non-compliance will result in immediate expulsion from the market(s).
- **Appropriate Selling Techniques:** Shouting, offensive or intimidating behaviour, aggressive selling techniques (including hawking or the use of voice-enhancing equipment), games of chance, raffles, lotteries, or auction-style selling that, in the opinion of the Market Manager or Market Team, causes or may cause annoyance to visitors, the public, or other traders, are not allowed.
- **Stall Attendance:** The stall must be attended by the producer or their representative(s) who are directly involved in, or have knowledge of, the production process. No more than three people should attend the stall at any time.
- **Equipment Use:** Unreasonably noisy or polluting equipment is not permitted. Only silent generators are allowed.
- **Stall Boundaries:** Traders must operate within their allocated stall area and refrain from using the pedestrian area for sales.
- **Advertising Material:** Distribution of handbills, leaflets, or other advertising materials on the market premises is subject to prior approval from HFM. We reserve the right to place our market leaflets on your stall.
- **Political Activities:** Political propaganda, canvassing, or the raising of petitions are not allowed.
- **Broadcast Restrictions:** Public broadcasting of radio or music requires prior approval from the HFM Office team.
- **Substance Abuse:** Traders should not attend a market while under the influence of alcohol or drugs.
- **Following Instructions:** Traders must comply with the directions given by the Market Manager at all times. Non-compliance will be seen as a breach of our Terms and Conditions.

We encourage all our traders to read, understand and abide by our [Anti-Bullying Policy](#) and other relevant policies. Unacceptable conduct may result in expulsion from the market(s) and could impact your future involvement in our events. If you have any questions about our policies, please don't hesitate to contact us.

Selling Of Food And Organic Produce Policy

To ensure the highest standards of food safety and maintain the integrity of organic products, all food producers are required to comply with the following guidelines:

- **Food Producer Registration:** All food producers must be registered with the Environmental Health Officer at their local District Council and comply with the requirements of the Health and Safety at Work etc Act 1974, the Food Safety Act 1990, and any regulations made under these Acts.
- **Basic Food Hygiene Certification:** At least one stall-holder on a food stall selling prepared food, including raw meat or fish, must hold a current Basic Food Hygiene certificate. A copy of this certificate **MUST** be submitted with the application to attend and will be held in the HFM office. We recommend that the certificate is also displayed at the stall.
- **Hand Washing Facilities:** Producers/stallholders must have facilities for washing hands with hot water and soap, separate from where utensils and food/vegetables are washed.
- **Weighing Equipment:** Equipment used to weigh goods for sale must be accurately calibrated and stamped by a Weights and Measures Inspector or Approved Verifier. Equipment without the appropriate stamp or stickers must not be used for trade purposes. Producers should contact their local Trading Standards for further information.
- **Organic Produce Certification:** Producers selling organic produce must display a certificate from a relevant licensing authority confirming the organic status of the produce. A copy of this certificate should be submitted with the application form and will be kept on file by HFM.
- **Organic Conversion Produce:** Meat producers who are transitioning to organic production may sell their produce at the market. However, this produce must not be labelled "in conversion to organic".

The food hygiene rating must be at least 3 stars. We reserve the right to allow flexibility to this rule. Please refer to www.gov.uk/find-licences/temporary-events-notice for guidance.

Hot Food Trader Requirements

When selling hot food at a market, there are additional safety and hygiene considerations to ensure the well-being of both the staff and the customers.

1. **Staffing:** There should always be a minimum of two people operating the stall when selling cooked and raw products. This ensures efficient service, maintains safety standards, and allows for proper food handling practices.
2. **Compliance with Food Safety Regulations:** All hot food vendors are required to strictly adhere to all applicable food safety requirements. These encompass safe food handling, appropriate storage temperatures, and cleanliness standards.
3. **Producers must inform HFM during the application process if they intend to sell hot food or provide cooked samples at the Market.** Be aware that under the Food Hygiene Regulations 2006, you are required to have a food safety management system based on HACCP principles and provide the necessary documentation, including risk assessment forms.
4. **Food Hygiene Certification:** All hot food vendors must possess a valid food hygiene certificate. This certificate should be on display at the stall during all market operations or readily available upon request. A copy of the certificate must also be submitted to HFM annually.
5. **Customer Waste Management:** Each hot food stall must provide a lidded bin for customer use. This is essential to maintain the cleanliness and tidiness of the market and to ensure compliance with waste disposal regulations.

Non-compliance with these rules could result in disciplinary action, including being barred from trading at our markets. If you have any queries or require clarification on any of these points, please contact the HFM office team.

Insurance Policies

- **General Requirement:** The Producer must insure against all loss and damage to property and injury to persons (including death) arising out of or in consequence of attending the Market. This insurance should cover all actions, claims, demands, costs, and expenses in respect of any claims.
- **HFM's Liability:** Except in respect of death or personal injury caused by HFM Ltd's negligence, or as expressly provided in these Terms, HFM Ltd shall not be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arise out of or in connection with the provision of the Specified Service or their use by the Producer. The total liability of HFM Ltd under or in connection with the Contract shall not exceed the amount stipulated in the contract.
- **Public and Product Liability Insurance:** It is a strict condition that all producers carry a minimum level of £10,000,000 combined Public and Product Liability insurance. Evidence of this insurance must be provided on application. Any applicants failing to provide this information will not be permitted to trade at the markets.
- **Additional Coverage:** Producers/Stallholders selling hot food are required to ensure this area of the business has adequate insurance cover.
- **Certificate Renewal:** Producers/Stallholders must promptly submit renewal insurance certificates to HFM. Failure to do so may jeopardise attendance at future Markets.
- **Damage Reimbursement:** The Producer/Stall-holder shall reimburse HFM Ltd for the cost of repairing all damage caused by the Producer's occupation of the market site.

Health and Safety, Food Safety And First Aid Policies

Ensuring the safety of our community and maintaining a safe working environment is a top priority for HFM. All Producers/Stallholders must adhere to the following guidelines:

- **Equipment and Certification:** Producers/Stallholders must ensure that all their equipment is Portable Appliance Tested (PAT), and gas users must carry an up-to-date Gas Safety Certificate. Compliance with all relevant statutes, including those related to food hygiene and health & safety, is a must. Producers/Stallholders selling food products must be able to produce a health and hygiene certificate or equivalent certification on demand to the Market Office/Market Manager and should be registered with their local Environmental Health Department, providing a copy of their certification to HFM.
- **Safety Practices:** All Producers/Stallholders are obligated to adhere to safe working practices. These include understanding their individual and employer responsibilities in relation to health and safety at work, adhering to safety measures, keeping working practices up-to-date within their areas of responsibility, and maintaining practices strictly within the meaning of this policy document.
- **First Aid:** Producers/Stallholders are responsible for supplying first aid to their staff. A first aid box is required at each stall for use by staff. Those selling food products must include waterproof blue plasters in their first aid kit.
- **Electrical Safety:** All electrical equipment must be tested and certified fit for purpose. Evidence of electrical testing and PAT certificates must be provided to HFM. Equipment and wiring should be properly insulated and earthed. All sockets, plugs, and wiring should be suitable for outdoor use and protected from the elements. If we find faulty or untested electrical items within your stall, you will be asked to disengage the equipment or may have to cease trading with no refund of your fee.
- **Fire Safety:** Any Producers/Stallholders using electricity or gas at markets must have a dry powder fire extinguisher as required by the Regulatory Reform (Fire Safety) Order 2005. Ensure your extinguishers have not reached their expiry date. Food traders are required to have a fire blanket.
- **Silent Generators:** In the event that HFM agrees to the use of a silent generator, adequate care must be taken, including the prohibition of refuelling while the machine is hot.
- **Portable Electrical Devices and PAT Testing:** Traders wishing to operate any portable electrical appliances, including refrigeration units, must ensure that each device has undergone a Portable Appliance Test (PAT) within the last year. Evidence of this testing must be submitted to the HFM office yearly and a copy kept at the stall during all markets. Non-compliance may result in suspension or termination of trading privileges.
- **Supply and Maintenance of Electrical Cables:** Traders must provide their own electrical cables. All cables must be in good condition, free from any damage or defect that may compromise safety. Cables will be inspected at the market for any signs of wear, damage, or faulty wiring. If a cable is deemed unsafe, HFM reserves the right to prohibit its use. If no safe alternative is provided, the trader may be prevented from trading at the market.

We appreciate your cooperation in adhering to these rules to ensure the safety of all market participants. If you have any queries or need clarification, please contact the HFM office.

Membership Fees And Voting Rights

As a member of Hampshire Farmers' Markets, the benefits include access to selling at our markets and a voice in our operation through voting rights at our General Meetings.

1. **Membership Fees:** Please note that our membership fees are non-refundable. These fees are utilised for the operation and maintenance of our markets, and to provide support and resources to our members. All fees are advertised exclusive of VAT. VAT is chargeable for both Membership and Market stalls and services.
2. **Voting Rights:** Each member trader holds a vote at our General Meetings. It is important to clarify that the voting right is attributed per membership, not per individual. This means that each trader, as a member of HFM, has one vote, regardless of the number of people associated with the company. Only one representative from the company may cast the vote.

Our aim is to maintain a democratic and fair system, where each member has an equal say in matters that affect our operation. Your membership and participation in our General Meetings directly contribute to the development and improvement of Hampshire Farmers' Markets.

Accounts And Membership Policies

- **Annual Membership Fee:** An annual membership fee of £60 plus VAT is payable on the 1st July. Non-payment of this fee may result in exclusion from trading at the markets.
- **Account Payments:** Producers are themselves responsible for payment of accounts rendered by HFM. Accounts will be produced monthly in arrears and are payable within 14 days of the date of the invoice. A late payment charge of 10% on balance outstanding (minimum £15) will be applied for delayed payments.
- **Payment Modes:** Payments are to be made by BACS to Hampshire Farmers' Markets Ltd, via our account at the National Westminster Bank (Account Number: 80344429, Sort Code: 55-81-26).
- **Non-payment Consequences:** Non-payment of accounts will result in exclusion from the next market for which permission has been granted to attend. This will also incur a cancellation fee.
- **Cheques:** We do not accept cheques.
- **Cancellation Charges:** If more than one stall is pre-booked but one or more is cancelled prior to or on the day of the market, a cancellation charge will apply for each stall. For any additional requirements booked, like electricity, the appropriate fee will be charged unless cancelled prior to the market, giving the necessary notice period. All bookings and booking fees are non-transferable.
- **Rate Card:** For all fees and cancellation notices, refer to the 'Rates Card'. This forms a part of our Terms and Conditions. If you do not have a copy, please contact the office.

Annual Membership Renewal Process

We have streamlined our annual membership renewal process. For members whose business operations have not undergone any changes in the past year, you are now able to complete a single form, affirming that your business operation remains unchanged. However, all members, regardless of business operation changes, are required to update the following:

- **Insurance:** Proof of updated and valid insurance coverage must be provided.
- **Market Bookings:** Members should indicate their market attendance plans for the coming year.
- **Food Hygiene Certificates:** Updated food hygiene certificates must be submitted, especially for members involved in the preparation and sale of food.
- **Receipts:** Provide us with product lines receipts to show you still fit our eligibility criteria

Our goal with this streamlined process is to reduce the administrative burden on our members while ensuring we have the necessary information to maintain the safety, efficiency, and quality of our markets.

Cancellation of the Market

- **HFM's Discretion:** HFM reserves the right to cancel a Market at any time, for any reason.
- **Partial Closure:** The Market Manager may decide to partially close off an area of the Market due to safety concerns or other issues. The Producer/Stall-holder must adhere to the Market Manager's instructions in these situations.
- **Weather Conditions:** Our markets operate in all weather conditions and will operate on the designated market day unless extreme weather or other unforeseen disruptions beyond our control compel us to close the markets for the safety of traders and the public.
- **Producer/Stall-holder Responsibility:** It is the responsibility of the stall-holder to contact the Market Manager to check if the event is going ahead in the event of extreme weather conditions or other potential disruptions.

Trader Stall Locations

In our endeavour to organise successful and accessible events, we have established a system for assigning stall locations. This system takes into account several important factors, and we do our utmost to ensure consistency and fairness.

Due to the discontinuation of our canopy provision, we are obligated to space out stalls at our events. Placement of traders will depend on:

1. **Electricity needs:** Access to power can be critical for some traders, and this is factored into the stall placement.
2. **Sunlight:** We are aware that some products may be sensitive to direct sunlight, so we aim to consider this in our placement.
3. **Physical needs:** We are committed to accommodating the physical needs of our traders and customers, aiming to make our markets accessible to everyone.
4. **Variety of Products:** To ensure a diverse market experience for our customers, we aim to avoid placing similar products too close to one another.

We strive to assign traders to the same location at each venue to minimise admin work and enable customers to easily find their traders. However, once a pitch has been assigned to a trader, that location is considered final, except in extreme circumstances.

Traders are encouraged to communicate with us well in advance of the event regarding any physical needs or extenuating circumstances. Proper advance planning allows us to accommodate such needs. On the day of the event, the market managers and the HFM team's decision regarding stall locations is final.

In some instances, operational requirements may necessitate the relocation of traders. Although we do our utmost to avoid this, we appreciate your understanding and cooperation when such changes are necessary.

Suggestions, Advice, Complaints Procedures and Adjudication Panel

- **Complaint Submission:** All complaints must be initially made in writing via email and addressed to the Adjudication Panel lead at HFM. These may be sent via the Office in the first instance, who will then forward them to the Adjudication Panel. The complaint must include the Producer's name or business name and address. If the complaint is related to a specific incident, it must be made within 10 days and state the date of the Market at which the complaint arose.
- **Anonymity:** The Adjudication Panel reserves the right to dismiss any complaints which are made anonymously.
- **Final Decision:** The decision of the Adjudication Panel will be final.
- **Confidentiality:** Confidentiality must be respected whilst a complaint is being investigated.
- **Adjudication Panel Composition and Duties:** The adjudication panel will consist of 3 directors and they will meet independently of the rest of the HFM team. This is to promote fairness and procedure in a complaint or disciplinary hearing. The Panel has the power to either dismiss the case or find that there is a case to answer. Where the Panel finds that there is a case to answer, it will investigate and if necessary, apply sanctions.
- **Adjudication Procedure:** The detailed adjudication procedure is included towards the end of this document.
- **Suggestions and Advice:** Suggestions and advice may be sent to the office via email. We are always eager to hear of ways we can improve the business

Adjudication Procedure

This procedure ensures that any breach of the Market Regulations or complaints are quickly and effectively resolved.

The Procedure:

HFM takes any breach of the Market Regulations and complaints seriously. All correspondence arising from this procedure is strictly confidential.

If a Producer/Stall-holder breaches the Market Regulations, the Market team may apply any of the sanctions described below.

If further investigation or consideration of the appropriate sanction is needed, Office team will report the breach to the Adjudication Panel of HFM, initiating the following procedure:

Step 1 – Written Submissions

The Panel informs the Producer/Stall-holder of the alleged breach and that an investigation is being carried out. The Producer/Stall-holder has 14 days from the date of the letter to file a written submission in response, addressed to the Adjudication Panel at HFM's office. The Panel reserves the right to discuss the matter and seek advice from any organisation/agencies it considers appropriate and to request further information from the Producer if necessary. After reviewing the Written Submission and any further information provided by the Producer/Stall-holder, the Panel will adjudicate the matter and inform the Producer of its decision in writing.

Step 2 – Oral Submissions

If the Panel cannot reach a decision based on the written submission, an investigation meeting will be held. The Producer/Stall-holder must attend the meeting and has the right to be accompanied by one other person. If the Producer /Stall-holder is unable to attend on the specified date, he/she may request an alternative date. The Panel and the Producer must be reasonable in the setting of the dates. If the Producer/Stall-holder fails to attend the meeting, the Panel reserves the right to adjudicate based on the written submission and inform the Producer of its decision within 7 days of the date of the re-scheduled meeting. The Producer will be given the opportunity to discuss the alleged breach. Within 7 days of the meeting, the Producer will be informed of the Panel's decision in writing.

Step 3 – Appeal

If the Producer is not satisfied with the decision at Step 1 or Step 2 then they may submit a request for an appeal. The appeal will be heard by a suitable independent party proposed by HFM, with the Producer having the right to raise objections to the proposed independent party. The Producer's request for an appeal must be via email and received by HFM and confirmed within 7 days of the date of the Panel's decision issued in accordance with steps 1 and 2 above. The Producer /Stall-holder will be required to attend an appeal meeting and be given the opportunity to make oral representations. The independent party appointed to hear the appeal will decide whether or not to uphold the decision of the Panel and any sanctions imposed or impose new sanctions. The decision under Step 3 is final and binding and will be communicated to the Producer within 7 days of the appeal meeting.

Where necessary, the time limits in Steps 1 to 3 may be extended by HFM. The Producer will be notified of these extensions.

The Sanctions

The Adjudication Panel, or where appropriate, the independent party appointed to hear the appeal, has the absolute discretion to impose any of the following sanctions with or without conditions:

- Verbal warning;
- Written warning;
- Immediate withdrawal of the Producer's stall from the Market taking place at the time;
- Withdrawal of the stall from the next market booked;
- Withdrawal of the stall from all future markets.

Please note, this list of sanctions is not set out in ascending order. This Adjudication Procedure does not affect the legal rights of Producers/Stallholders or Hampshire Farmers Markets Ltd.

Reputation and Professional Conduct Clause

All producers, vendors, and guest producers are expected to uphold and maintain the positive reputation of the Hampshire Farmers Markets Ltd (HFM) at all times, both within and outside the market venue. This includes, but is not limited to, the following stipulations:

1. **Public Representation:** Any public or private comments made about the market must be factual, respectful, and must not harm or defame the market's reputation. This includes comments made verbally, in print, or through digital media including social networks.
2. **Disputes and Grievances:** Any disputes or grievances must be addressed through the formal procedures outlined in the Adjudication Procedure. Public complaints or disputes that could damage the reputation of the market are not permitted.
3. **Competitive Conduct:** Conduct that might encourage vendors, producers, or customers to favour other markets, or that could unfairly disadvantage the HFM market is not permitted.
4. **Violation of this Clause:** Breaches of this clause will be considered serious and will be subject to the Adjudication Procedure, which could lead to sanctions, including the potential suspension or permanent exclusion from the market.

This clause is intended to preserve the collaborative, respectful, and professional environment of the HFM market and to maintain its positive reputation for the benefit of all market participants.

Anti-Bullying Policy

Purpose: The purpose of this policy is to promote a respectful and safe environment for all participants at the HFM markets. We are committed to providing a space where everyone is treated with dignity, free from bullying, harassment, and discrimination.

This policy applies to all traders, staff, volunteers, customers, and visitors at our markets.

- **Definition:** Bullying is defined as repetitive or persistent behaviour which is offensive, intimidating, malicious or insulting, designed to undermine, humiliate, denigrate, or injure the recipient. This can be done verbally, physically, or online. Examples include but are not limited to: spreading malicious rumours, unfair treatment, picking on someone, regularly undermining a competent worker, or using abusive language.
- **Responsibility:** All members of the HFM community have a responsibility to promote a respectful environment and to intervene or report when they witness incidents of bullying.
- **Procedure for Reporting Bullying:** If any person believes they have been bullied, or if they witness bullying, they should report the incident to the office or directly to the Lead of the Adjudication Panel (Currently James Brown). Reports can be made anonymously, and all reports will be treated with the utmost confidentiality and sensitivity.
- **Investigation and Adjudication:** All reports of bullying will be thoroughly investigated according to our Adjudication Procedure. This process ensures fairness and confidentiality. If bullying behaviour is found, the perpetrator will be subject to sanctions as described in our Adjudication Procedure.
- **Retaliation:** Retaliation against a person who reports bullying, supports someone in reporting bullying, or participates in the investigation of bullying reports is strictly prohibited. Any person found to be engaging in retaliation will be subject to sanctions.
- **Review:** This policy will be reviewed annually to ensure it continues to meet the needs of the HFM community and aligns with best practices.

By implementing this Anti-Bullying Policy, we aim to create an environment where everyone feels valued and respected. We do not tolerate any form of bullying and will take all necessary steps to ensure the wellbeing of our community members.

Social Media Policy

Purpose: The purpose of this policy is to provide guidance to our traders on appropriate use of social media when representing or discussing their association with Hampshire Farmers Markets Ltd (HFM).

This policy applies to all traders participating in HFM's markets.

- Representation of HFM: As a member of our market community, traders' social media actions can impact HFM's public image. Although traders operate independently, their online behaviour can reflect on the entire community.
- Respect and Reputation: All social media communication relating to or referencing HFM, our markets, or other traders should be respectful, professional, and not harmful to HFM's reputation. Any content that could be perceived as damaging to HFM's reputation, or offensive to our customers, colleagues, or stakeholders should be avoided.
- Defamatory Comments: Traders should refrain from posting any defamatory, libellous, vulgar, obscene, abusive, profane, threatening, hateful, racist, sexist, or harmful material related to HFM, our markets, or fellow traders.
- Negative Comments: Negative commentary about HFM, our markets, or fellow traders is not beneficial to our community spirit and could harm our collective reputation. Constructive feedback is always welcome through appropriate channels but public negative comments on social media should be avoided.
- Confidentiality: Any confidential information related to HFM, its operations, or its members, should not be shared on social media.
- Consequences of Violating the Policy: Non-compliance with this policy may be viewed as a breach of Market Regulations and could lead to sanctions as outlined in the Adjudication Procedure.

This policy is intended to foster a positive online environment where all traders respect the collective reputation of HFM and our associated market community. It's not designed to constrain traders' ability to operate and promote their individual businesses, but to ensure the overall positive image of HFM and its markets.



2023 RATES CARD

(PRICES ARE EXCLUSIVE OF VAT AT STANDARD RATE)

MARKET PRICING	SINGLE	DOUBLE	ADD ELECTRIC	VAN BY STALL (AT OUR DISCRETION)
Farmers' Market	£40	£80	£10	£20
Winchester Farmers' Market	£40	£80	£10	N/A
Festivals and Special Events	£55	£110	£10	£20
Watercress Festival	£95	Request	£10	N/A

ADMINISTRATION FEES	PRICE
Cancellation of regular market stall after Monday 8am week of event	Stall Fee
Festivals - Cancelled stall with under 2 Weeks Notice of event	Festival Stall Fee
Late payment of invoices (Invoices not paid within 14 day term)	10% of invoice (min £15.00)

Our rates card forms a part of our terms and conditions. By trading with us you agree to these prices and fees. There may be other events not quoted here that will still be chargeable. Electricity only available in certain locations - check booking form for more details.