TRADING REGULATIONS



TRADING AT ROYAL HOLLOWAY STUDENTS' UNION

Market Days at Royal Holloway Students' Union (RHSU) provide students and staff on campus a vibrant and engaging environment in which to shop, eat and chill out with friends.

To ensure Market Day and trading on campus runs smoothly, please read these regulations thoroughly to understand your responsibilities as a trader.

To keep information clear, here are some terms used throughout this guide:

RHSU - Royal Holloway Students' Union
RHUL - Royal Holloway, University of London
SU Plaza - The location of outdoor pitches
Trader - A person who buys and sells goods
Stall/Pitch - An area designated for trading
RHSU Staff Member - Any individual employed or appointed by RHSU to act on its behalf for the purpose of running the Market Day

If you have any queries regarding the information provided, please email **marketing@su.rhul.ac.uk** and we will be happy to help.

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GENERAL REGULATIONS

- These regulations shall apply to the conduct and organisation of the weekly RHSU Market Day held every Tuesday during term time, and any other days when traders are present.
- Nothing in the regulations shall be construed as placing an obligation on RHSU to provide a market on each day referred to in the trading agreement. However, it is agreed that RHSU will endeavour to provide the market on the days referred to, except where prevented from doing so by circumstances beyond its control. In order to meet this obligation RHSU may, at its absolute discretion, restrict, re-site or alter the layout of the market.



SPACE AND STALL ALLOCATION

- Regular stalls shall be allocated by an RHSU staff member and confirmation in writing shall be given to the stallholder. For a list of pitch sites, see Appendix1.
- Every stallholder shall accept full responsibility for, and indemnify RHSU against, all claims for personal injury, damage to property, nuisance and any other damage or expenses by whomever the claim is made and from whatever cause, arising out of, or in connection with, the use and occupation of the site allotted to them. All traders must be covered by third party insurance, either by membership of The National Market Traders Federation (under their insurance provision) or by other arrangements. The minimum cover acceptable will be £5,000,000. Copies of public liability insurance certificates must be provided to RHSU before a stall/pitch is allocated and will be subject to annual inspection.
- For the purposes of allocating stalls/pitches, RHSU will classify market traders as regular traders and casual traders. Traders new to the market will initially be included on the list of casual traders. Assuming the general balance of products on offer is not affected, a casual trader may be upgraded to the regular traders list should a vacancy arise.
- RHSU will, so far as practicable, ensure that regular traders are allocated the same pitch on each Market Day.

TRADING HOURS

- The Market Day is officially advertised as running from 10:00-16:00.
- Regular traders must occupy their pitch between 08:30-09:30. Pitches unoccupied by 09:30 may be allocated by RHSU at that time to casual traders in attendance in accordance with the order of priority indicated on the priority list. The decision of RHSU or its staff members on such matters will be final.
- Traders may continue to trade until 16:30 unless otherwise authorised by an RHSU staff member and the pitch must be cleared and vacated no later than 17:30.



VEHICLE ACCESS

- Vehicle access to the SU Plaza should be managed by an RHSU staff member; there should be no vehicle access without the banksman present.
- Vehicles driven onto the SU Plaza must not exceed a speed of 5mph and must be parked in such a way they do not block access.
- Loading/unloading must be carried out from the loading area next to the Students' Union. Vehicles being loaded/unloaded should be parked perpendicular to the bay with doors facing the SU Plaza. If for any reason the loading area is unavailable, safe measures must be put in place to divert traffic around the vehicle unloading/loading, using traffic cones and a member of staff to direct traffic.
- Vehicle access to the SU Plaza may require removal of bollards that separate the Plaza from the Spine Road. Traders should not remove the access bollards; this task should be completed by RHSU staff only. Any bollards removed to allow for vehicle access must be immediately stowed in a safe location, identified by Students' Union staff in order to prevent trips. The bollards must be put back in place immediately after access, to ensure there are no exposed holes that provide risk of personal injury.
- Apart from those vehicles used for preparing and serving food, all traders' vehicles must be removed from the SU Plaza and its approach roads by 09:30. No vehicles will be permitted on the SU Plaza between 09:30 and 16:00. Between these hours vehicles must be parked in one of the designated car parks on campus so as not to obstruct any highway, other public right of way or approach to the SU Plaza. To obtain a parking permit or update your details, please email marketing@su.rhul.ac.uk.

HEALTH & SAFETY

- Traders are responsible for their own manual handling training, and this should be evidenced within their own risk assessments. Traders must use trollies or other equipment to transport heavy items.
- Traders will take all steps to ensure that their stall is kept in good condition. All RHSU-owned equipment used by traders is only to be used for the agreed day and must not be removed from the site. If this equipment is damaged whilst on loan to a trader, the trader will be charged for repair or replacement. Alternatively, traders may be granted permission to rectify the damage caused. This must be conducted to the satisfaction standards of RHSU.
- Where traders are required to use electrical ancillary equipment due to legal requirements (i.e. Food Safety Regulations, Weights and Measures), the trader must provide proof to RHSU that their equipment has been checked by a qualified electrician every six months. Cable runs must be ground located (not suspended) and covered with a track mat or black and yellow hazard tape. No other apparatus will be permitted; any trader using unauthorised equipment, including lighting, will have that equipment disconnected and may face immediate removal from the market.
- A stallholder must attend their allocated pitch at all trading times unless their absence has been approved by an RHSU staff member.
- Traders will make themselves aware of the Fire and Emergency Precautions trading on the premises. To ensure traders are complying with standards set by RHSU and the Fire Service, they may be required to participate in relevant briefings and activities.



WASTE MANAGEMENT

- Traders are responsible for ensuring all waste is cleared away at the end of the day. There are permanent bins located on site. In addition, we request each trader to provide a bin of their own.
- To ensure litter is minimised, every stallholder must tidy waste at regular intervals during the day they trade onsite. If litter is left at the end of the trading day, the relevant stallholder will be given a written warning. If this persists, the trader concerned will be removed from the regular list of traders.

ABSENCE

- Regular traders are permitted a total absence of four weeks during term time per academic year without incurring charges. This absence includes two specified RHUL study weeks. The notice period to be given for non-chargeable absence is a minimum of one calendar week and must be made in writing. Any absence with less than one week's notice will incur the usual trading charge. Traders who opt to pay termly in advance will receive two weeks free of charge. i.e. 12 weeks for the price of 10 in Term One and Term Two; and 6 weeks for the price of 4 in Term Three. No refund will be offered regardless of the number of weeks attended.
- Traders who rely on vegetable crops or other seasonal produce, and who cannot guarantee a supply of goods for their stall due to unforeseeable weather conditions, may be allowed exemption from the outlined requirements. Should this be deemed applicable, the trader may be able to continue to trade regularly at the discretion of RHSU.
- Three unapproved absences by a regular trader in any given term will result in the loss of their regular trading position.



GOODS AND SERVICES

- A stallholder must not make any material change in the class of goods sold as indicated in their registration document without first obtaining the written consent of RHSU.
- While every effort will be made to avoid similar products being offered by multiple traders, RHSU does not give any guarantee that traders selling similar goods will not be adjacent to or in the same vicinity as one another.
- No live animal shall be kept at an allocated stall, except for guide dogs where prior notification should be given by the stallholder for health and safety purposes.
- The sale or display of any items or products which, in the opinion of RHSU or a member of staff, are likely to cause public offence or pose a threat to public safety, will not be permitted.

ADVERTISING & COMMUNICATION

- No person shall, without the permission of an RHSU staff member, post or display any bill, placard, or poster, or have additional staff flyering to promote the stall.
- Traders will be allocated a specific pitch and must confine their trading activities to this area. The placing of merchandise or other items belonging to, or associated with traders are forbidden, unless otherwise agreed by an RHSU staff member.



FINANCE

- Charges for use of stalls and pitches shall be fixed by RHSU and reviewed annually.
- All fees and charges shall be payable prior to trading. RHUL is a cashless campus; all regular payments should be made directly using the online Traders Hub. On occasional pre-specified circumstances, some traders will be invoiced directly for ad-hoc events. No arrears are permitted. Persistent arrears will result in a trader being replaced.



CONDUCT

- A stallholder and the persons employed by them shall conduct business in an orderly manner and should not use amplifying equipment (e.g., bell, horn, microphone) to attract attention or custom. Where amplification is required in order to conduct business, this shall be permitted at the discretion of RHSU.
- A stallholder and the persons employed by them shall not engage in conduct which causes or is likely to cause nuisance, harassment, alarm or distress to others nor incite or encourage others to act in such a manner.
- A stallholder shall comply with any directions of RHSU or its staff members on all matters affecting the conduct of the market. Failure to do so may result in the disqualification of the trader concerned from occupying a stall or pitch.

LEGISLATION

- Traders conducting a food business from any stall or pitch as defined by the General Food Hygiene Regulations 1995, Food Safety Act 1990, and any subsequent legislation, shall comply with such legislation.
- Traders shall comply with all statutory and other provisions, including Trading Standards. Consumer Protection and Health and Safety at Work Act requirements, the Industry Guide to Good Hygiene Practice: Markets and Fairs Guide ISBN 1-902423-00-3, to be observed and performed in connection with the market and the sale of goods.
- Traders shall ensure that all staff employed by them are legally entitled to undertake such work, either by age, qualification, or residency.
- Traders will fully comply with all regulations and general laws which affect the conduct of their business.



PROCEDURES

- Any complaints regarding the general operation of the market should, in the first instance, be raised with an RHSU staff member and thereafter, if necessary, escalated via the <u>Complaints form</u> on the Students' Union website.
- The decision of an RHSU staff member on interpretation of these regulations shall be final.
- These regulations may be amended by RHSU at any time.

REQUIRED DOCUMENTS

The following list of information and up to date documentation, is required from every trader and must be regularly re-submitted to accompany the application.

- Food Registration Certificate
- Food handling
- Hygiene rating (Level 3 minimum)
- Up-to-date PAT test (if using electricity) and maintenance record
- Gas Certification (if using gas)
- Risk Assessment
- Public Liability Insurance
- Allergens listed plus as per Natasha's law, all pre-packaged food for direct sale (PPDS) must list all ingredients on the food labels of the individual products
- Health & Safety
- Trading Regulations (current document)
- Market Day Application Form



ADDITIONAL RESOURCES

- Health and Safety information for visitors and contractors 2020
- <u>Tuesday Market Day site maps</u>
- Traders Online Hub
- List of exclusions (available on request)
- Online virtual tour of our spaces

PAYMENT SCHEDULE

Please indicate below your preference for advance weekly or termly payments during the 2024-25 academic year.

Weekly advance

Termly advance (10% discount)



By signing the below you are signing up to be a Market Day trader for the duration of the 2024-25 academic year. You accept that you have read, understand and are happy to comply with the terms of the Trading Regulations.

Stallholder Print Name: _____

Stallholder Signed: _____

Date: _____

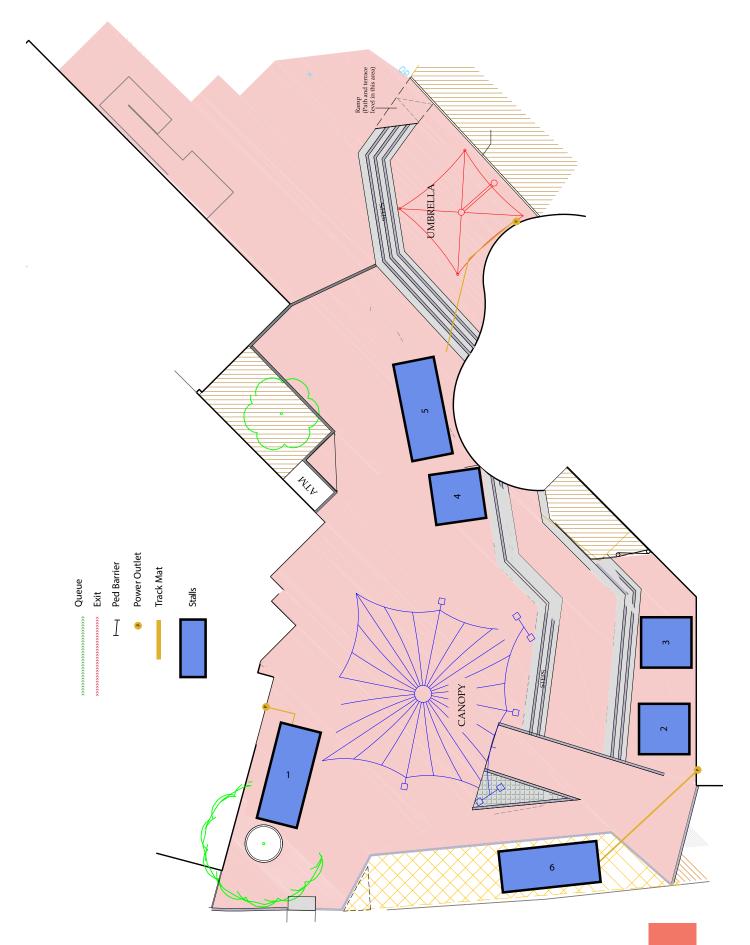
RHSU Print Name: _____

RHSU Signed: _____

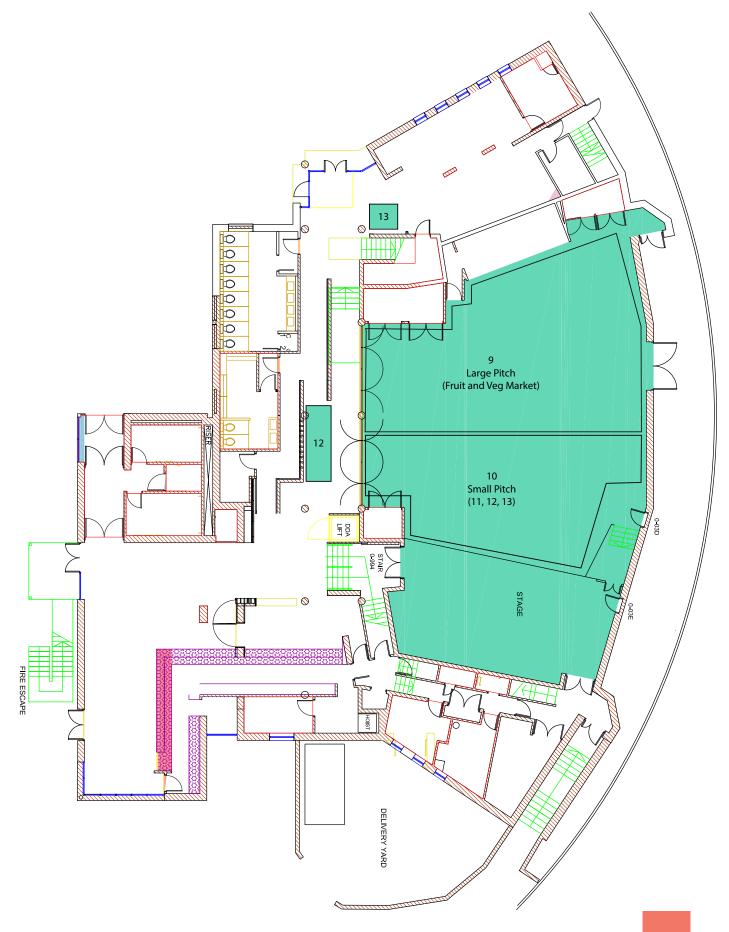
Date: _____

This document is required to be signed and sent to **marketing@su.rhul.ac.uk**, or handed in to the Union Helpdesk, before a stallholder can begin trading at market days.

APPENDIX 1 - OUTDOOR SITE MAP AND PITCHES



APPENDIX 2 - INDOOR SITE MAP AND PITCHES



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The Students' Union, Royal Holloway Egham, TW20 0EX 01784 276700

marketing@su.rhul.ac.uk

SEP 2024