

KEY FACTS

Public, Product, and Employer's Liability Protection and Commercial Legal Expenses Protection for Members of NMTF Ltd

12 months commencing 31st December 2023



The insurance information contained in this guide is a summary only and in all instances the insurers' policy wordings will take precedence.

NMTF Ltd has used reasonable endeavours to ensure the accuracy and completeness of the contents but the information does not constitute professional advice and must not be relied upon as such.

To the extent permitted by law, we do not accept responsibility for any loss which may arise from reliance on the information in this document.

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1. Membership

The NMTF is a trade association for market and street traders, events retailers and mobile caterers in the UK. Anyone over 16 who is a permanent resident in the UK can join the NMTF.

Membership includes access to expert guidance on small business matters, discounts from leading suppliers and liability and commercial legal expenses protection:

- *Public liability protection up to £10 million*
- *Product liability protection up to £10 million*
- *Employer's liability protection up to £10 million*
- *Commercial legal expenses protection for HMRC investigations, including VAT disputes*

The protection described above is underwritten by **Aviva** (public, product, and employer's liability protection) and **Markel** (commercial legal expenses protection).

The NMTF is not an insurance company and we are not regulated by the Financial Conduct Authority.

The liability protection has no excess and is valid on any number of days, on any number of stalls, on any market, festival, fair, show and/or street trading pitch, anywhere in the UK and the European Union.

Terms, conditions and exclusions apply relating to certain products and trading activities. It is your responsibility to review this document and ensure your suitability and compliance.

There are four tiers of membership: sole, dual, triple and quadruple. Business partners must be added to the same membership to ensure that they are covered by the liability protection.

In the case of a limited company or a limited liability partnership, every director of the business must be a member of the NMTF. A nuclear family can also have the same membership.

Members do not receive an individual insurance policy from the NMTF. Protection is a blanket policy for all members and individuals are covered if their membership has not expired.

Members are issued with a membership certificate from the NMTF that states their name, membership number and an expiry date.

Payment of the appropriate subscription fee is a request for immediate access to membership. Therefore, subscription fees are non-refundable and non-transferable.

Any questions about the liability and commercial legal expenses protection included within membership must be addressed to the Membership Department.

The Membership Department can be contacted on 01226 749021 or membership@nmtf.co.uk (office hours are Monday to Friday, 9am to 5pm).

2. Membership Department

The Membership Department is your first point of contact for any questions or queries that you may have about membership of the NMTF.

It is their responsibility to process data about new and existing members, take payment for subscription fees and can direct you to other departments if required.

You must keep the Membership Department updated of any changes to your personal and/or business circumstances that may affect your membership. These include:

- **Contact details:** *Personal address, email, landline and/or mobile numbers.*
- **Trading activity:** *Business name, product lines and types of trading (e.g. markets, street trading, events and/or online).*
- **Business partners:** *If you are not a sole trader and you are working in partnership, you will need a multiple membership (either dual, triple or quadruple). If any additional members are added to a membership, it is the responsibility of the main member to ensure they are aware of and understand this document.*
- **Employing staff:** *If you employ staff, you will need to give us your Employer Reference Number (ERN). This is the number supplied to you from HMRC for you to run your PAYE system. It is also known as the 'Employer PAYE Reference'. Your ERN number can be found on P45, P60 and P11D forms, e.g. 123/NM45678. The ERN applies to all UK businesses employing one or more people. You don't need to register for PAYE if you pay all employees below the Lower Earnings Limit, none of the employees has another job, and none of the employees is in receipt of a state or occupational pension or other employee benefits.*

Failure to disclose any changes to the above may restrict your access to services provided by the NMTF, which includes public, product and employer's liability protection.

Important note: NMTF membership does not extend to cover any franchise activities. If you have any such activities, please contact the NMTF Membership team immediately.

The NMTF has appropriate measures in place to prevent the unauthorised processing, accidental loss or destruction of your personal information.

We will not keep your personal information for longer than it is necessary for our purposes. Your personal information will not be given to any third parties.

The Membership Department is unable to give you any advice on general insurance products and services provided by Aviva, Markel or any other insurance company.

Tel: 01226 749021

Email: membership@nmtf.co.uk

Address: NMTF, Hampton House, Hawshaw Lane, Hoyland, Barnsley, South Yorkshire, S74 0HA

Website: www.nmtf.co.uk

(Office hours are Monday to Friday, 9am to 5pm)

3. Incident Reporting / Claims Process

Members are encouraged to notify us as soon as an incident occurs that may result in a claim against the NMTF's public, product and employer's liability policy for members.

Early incident reporting enables Aviva to gather a body of evidence to either refute or allow a claim on the policy if one is to arise. Reports can include photos and witness testimonials.

To notify the NMTF of a claim on the public, product or employer's liability policy for members of the NMTF, you must follow the procedure below:

- *Contact us as soon as possible!*
- You can email us at claims@nmtf.co.uk or call us on 01226 749021. Ask for Debra Ibbotson.
- Quote your membership number and supply details of the claim, including date, location, claimant (if known) and a brief description of the incident.
- Send any correspondence from the claimant, including letters from a solicitor, to claims@nmtf.co.uk (via post or email)

Members can also report incidents which may result in a claim directly to the NMTF. If in doubt, give Debra a call – it's always worth checking to get peace of mind.

What happens next? We will forward your details and all correspondence to the underwriters of the public, product and employer's liability policy for members of the NMTF, Aviva.

A representative of Aviva will contact you to discuss your incident report or the details of the actual claim and talk you through the claims process (if required at that stage).

Please note a delay in reporting an incident which may lead to a claim may hamper the likelihood of a successful defence – *we urge you to tell us about an incident as early as possible!*

We welcome feedback about Aviva and the claims process. Email us at claims@nmtf.co.uk or call us on 01226 749021 (office hours are Monday to Friday, 9am to 5pm).

Commercial Legal Expenses Protection - Markel International Insurance Company Limited

- You must tell Markel as soon as possible when you become aware of any cause, event or circumstance which does or may involve you and which has given, or may give rise to a claim, dispute, legal proceedings or tax investigation.
- To do this, contact Markel on 03332 348 012 and quote policy number 13895907. Markel contact the NMTF to verify that you hold an active membership and so are eligible to benefit from access to this commercial legal expenses protection.
- Where Markel has accepted notification as described above, Markel will treat any later claim regarding that notified cause, event or circumstance as though the claim had been notified during the period of insurance.
- Markel will send you an insurance claim form that must be completed and returned as soon as possible.

4. Summary of Protection

*The following information has been provided by **Aviva** and **Markel** and is summary only.*

For full policy terms, conditions, and exceptions, please refer to the policy wordings available on request from the Membership Department (see page 4).

COMBINED LIABILITY PACKAGE

CLIENT	Members of NMTF Ltd
INSURER	Aviva Insurance Limited
POLICY NUMBER	100592051CLP
POLICY FORM	Corporate & Speciality Risk Combined Liability
BUSINESS DESCRIPTION	Market Traders

COVER

EMPLOYERS LIABILITY	Limit of indemnity - £10,000,000
PUBLIC/PRODUCTS LIABILITY	Limit of indemnity - £10,000,000

Protection is for any market, on any day, anywhere in the United Kingdom and Europe

COMMERCIAL LEGAL EXPENSES PROTECTION

CLIENT	Members of NMTF Ltd
INSURER	Markel International Insurance Company Limited
POLICY NUMBER	13895907
POLICY FORM	Legal Expenses
BUSINESS DESCRIPTION	Market Traders

COVER

Protection for legal costs in representing you before HM Revenue & Customs: Aspect and full enquiries, National Insurance and PAYE disputes, current tax year enquiries, and VAT disputes.

General Endorsement 2 – Trading location If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim:

You must only trade from a market stall, stand or location when authorised to do so by an appropriate body

General Endorsement 3 – Premises exclusion We will not provide indemnity for activities undertaken from permanent premises other than from

- i) fixed units in indoor markets
- ii) premises used solely by You for storage

Liability Insurance - Extended Definition of Market Trader:

Market Traders including

- a) Trading from

- (i) Stalls in aisles of shopping centres, hospitals, outside stations, football grounds and piers
- (ii) Kiosks, including those at shopping centres
- (iii) Single shows e.g. Fetes and Concerts
- (iv) Exhibitions / trade fairs
- (v) Any other location where the business is carried out from a stall
- (vi) Ancillary places of business within the Defined Territories(including plots of land for growing produce for sale) but this shall not include retail or wholesale shops or any premises which is open to the public other than fixed units at indoor markets unless confirmed as acceptable by Us in writing.

For the avoidance of doubt, the term 'stall' shall include parked up food and drink vans and trailers.

Cover is for retail traders only, no wholesale markets traders

5. Employer's Liability

*The following information has been provided by **Aviva** and is summary only.*

Protection against your legal liability for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and expenses.

For full policy terms, conditions, and exceptions, please refer to the policy wording available on request from the Membership Department (see page 4).

Cover includes:

- Legal costs and expenses in defending prosecutions under health and safety legislation
- Unsatisfied court judgements in favour of employees injured in your employment by third parties
- Compensation for court attendance – Policyholder / Director / Partner £500 per day and Employee £250 per day
- Legal expenses in connection with Corporate Manslaughter Act

Exceptions and Limitations:

- Cover for acts of terrorism is limited to £5,000,000 per event
- Liability in respect of liquidated damages, penalty clauses and fines
- Work in or on, or travel to or from any offshore installation or support vessel
- Bodily injury of employees whilst carried in or upon a vehicle

6. Public and Product Liability

*The following information has been provided by **Aviva** and is summary only.*

For full policy terms, conditions, and exceptions, please refer to the policy wording available on request from the Membership Department (see page 4).

Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

Legal liability for fees, expenses, damages and claimants costs following injury or damage by goods that you have supplied, sold, repaired, tested or maintained.

Cover includes:

- Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK
- Legal expenses and costs in defending prosecutions under all relevant health and safety legislation
- Defective Premises Act liability
- Personal liability cover for employees and directors whilst they are overseas on your business
- Compensation for court attendance – Policyholder / Director / Partner £500 per day and Employee £250 per day
- Legal costs and expenses in defending prosecutions under Part II of the Consumer Protection Act 1987
- Employees' and visitors' personal belongings
- Liability for loss or damage to premises hired or rented to you for the purpose of your business.
- Data Protection
- Legal expenses in connection with Corporate Manslaughter Act
- Legal Liability arising from members using plots of land to grow produce for retail.

Exceptions and Limitations:

- Cover for acts of terrorism is limited to £5,000,000
- Loss or damage to property in your custody or control
- Liability arising out of products supplied in the knowledge that they will be used in the navigation, propulsion or safety of any aircraft or other aerial devices
- Pollution unless caused by a sudden and identifiable incident
- Work in or on, or travel to or from, or any products supplied to any offshore installation or support vessel
- Liquidated damages, penalty clauses and fines
- Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos
- products and treatments, as detailed in the endorsements below

- Sale of weapons. The definition of weapons meaning any tool made or altered with the aim of causing damage, physical or mental harm to living beings, artificial structures or systems. Please see endorsement wording below.
- Use of heat condition as fully detailed in the endorsement below

Products Exclusions:

Pharmaceutical Products Exception

Where Products Supplied are Pharmaceutical Products, We will not provide indemnity for

- (1) Damage to goods of which any Products Supplied are a constituent.
- (2) direct or indirect exports of Products Supplied to the United States of America or Canada.
- (3) Products Supplied unless such Products Supplied have been
 - (a) licensed in accordance with the Medicines Act 1968 and 1971, the Veterinary Medicines Regulations or any subsequent or amending legislation.
 - (b) approved by Medicines and Healthcare Products Regulatory Agency
 - (c) approved by the European Medicines Agency or National competent authorities within the European Union
- (5) oral contraceptives.
- (6) Products Supplied which have been suspended or withdrawn from use
- (7) Products Supplied which require a doctor's or veterinarian's prescription
- (8) the manufacture or testing of Products Supplied

For the purposes of this Exception

1. This exception does not apply to Products Supplied which are exempt from
 - i. a licence in accordance with 3 (a) or
 - ii. regulatory approval in accordance with 3 (b) and (c)
2. Pharmaceutical Products means any product, compound, medicine or therapeutic which is subject to regulation as a drug, medicine or controlled substance

Other Products Supplied Exception

We will not provide indemnity in respect of the following Products Supplied

1. compound animal feedstuffs unless specifically intended for pet dogs, pet cats, pet birds, pet rodents pet fish or wild birds
2. catapults, air guns or other missile firing toys.
3. toys which do not comply with
 - a) British Standards Specification BS5665 or any subsequent replacement
 - b) Relevant current legislation of The Defined Territories.
4. lasers other than lasers for measuring or printing purposes.
5. fireworks or pyrotechnics in any form
6. motor vehicles or automotive parts other than non-safety critical accessories
7. anything which You know or could reasonably be expected to know may be toxic, explosive, radioactive or highly flammable.
8. weapons or any tool made or altered with the aim of causing damage, physical or mental harm to living beings, artificial structures or systems.
9. anything which include psychoactive, psychopharmaceutical or psychotropic ingredients, compounds or substances
10. e-cigarettes or electronic nicotine products including vaping devices or any associated cartridges, refills or other products which form part of a vaping device or e-cigarette

Treatment Exception

We will not provide indemnity in respect of

- 1) the provision of any treatment given by or on behalf of The Insured other than the provision of
 - a. non-intrusive body painting including face painting and spray tattoos
 - b. washing, drying, cutting and styling of hair
 - c. hair tinting, dyeing, bleaching, permanent waving or straightening hair extensions and hair

conditioning treatments

d. eyebrow shaping plucking, shaping weaving tinting and eyelash tinting

e. manicures and pedicures

f. the application of cosmetics and facial masks including ionisation and steam treatments

g. facial/hot cut throat shaving or hair removal preparations

h. ear piercing by the 'gun and stud' method but subject always to the Special Condition - Treatment

2) the treatment of any person who knows that they suffer from skin allergies unless they produce, before Treatment begins, a medical certificate stating they may undergo treatment

Special Condition- Treatment

If in relation to any claim You have failed to fulfil any of the following condition, We will not pay that claim.

1) You must ensure that razor and clipper blades, steel combs, needles and any other item which could pierce skin while in use are thoroughly sterilised before use

2) You must ensure that in connection with the piercing of ear lobes by a 'gun and stud' technique

a. persons under 16 years of age are only treated with written consent of parent or guardian.

b. gun and stud equipment must be used in accordance with manufacturers instructions and sterilised after each use.

c. You have registered with Your Local Authority as an ear piercer under the terms of 1982 Local Government (Miscellaneous Provisions) Act or any subsequent amending legislation.

Property Owners Liability

It is hereby noted and agreed that the policy is extended to include liability arising from members using plots of land to grow produce for retail.

Use of Heat Condition

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim. You must ensure that the following precautions are taken each time any

(1) electric, oxy-acetylene or similar welding or cutting equipment

(2) cutting or grinding equipment using abrasive disks or wheels

(3) blow lamp, blow torch, hot air gun or hot air stripper

(4) asphalt, bitumen, tar or pitch heater

is used away from premises which You own, hire or rent.

(1) BEFORE STARTING WORK

(a) Where You and any other person(s) for whom You are responsible are working at a site, a responsible person must be appointed for fire safety to ensure the following precautions are taken.

(b) Fire safety checks to identify material that might be liable to catch fire must be carried out before work commences including the areas

(i) under floors or decks or above ceilings (including false or suspended ceilings)

(ii) behind walls, screens, bulkheads or partitions and such checks must be repeated regularly while work is in progress and immediate steps taken to extinguish smoldering or flames detected.

(c) At the point of application of heat, including, if there is a risk of ignition directly or by conduction,

combustible materials including

(i) under floors or decks or above ceilings (including false or suspended ceilings)

(ii) behind walls, screens, bulkheads or partitions must be removed. If impracticable, combustible materials within

* the immediate vicinity when using any blow lamp, blow torch, hot air gun or hot air stripper and/or * 10 metres when using any electric, oxy-acetylene or similar welding or cutting equipment, cutting or grinding equipment using abrasive disks or wheels or any asphalt, bitumen, tar or pitch heater must be covered and protected by overlapping sheets or screens of non-combustible material.

(d) All gaps or holes through which sparks or flames could pass must be covered by non-combustible material.

(2) WHILE WORK IS IN PROGRESS

(a) A sufficient number of portable fire extinguishers in full working order and suitable for dealing with the type of fire risk expected must be kept available at the point of application of heat and used immediately if smoke, smoldering or flames are detected

(b) Heat equipment (i) must not be

* lit until immediately before use.

* left unattended while lit, switched on or hot.

(ii) must be extinguished immediately after use.

(c) Cylinders

(i) must not be changed while the equipment is hot.

(ii) not in use must be kept at least 15 metres from the burner.

(d) Paraffin or petrol powered equipment

(i) must be filled/refilled in the open.

(ii) must not be filled/refilled while hot.

(e) Asphalt, bitumen, tar or pitch

(i) must only be heated in the open and

(ii) in a container designed for that purpose, placed on a non-combustible surface at ground level.

(3) AFTER FINISHING WORK

(a) Hot waste materials and welding rods must be removed and safely disposed of.

(b) A final fire safety check must be carried out between 30 and 60 minutes after work has finished and immediate steps taken to extinguish smoldering or flames detected

7. Commercial Legal Expenses Protection

*The following information has been provided by **Markel** and is summary only.*

For full policy terms, conditions, and exceptions, please refer to the policy wordings available on request from the Membership Department (see page 4).

Cover for costs in representing you before HM Revenue & Customs (HMRC) in respect of a/an:

- **Aspect enquiry:** When HMRC issues a formal notice to you, your director or to your business partner to carry out an aspect enquiry into a part(s) of your income or corporation tax Self-Assessment return
- **Full enquiry:** When HMRC issues a formal notice to you, your director or to your business partner to examine all of your financial records income or corporation tax
- **National Insurance and PAYE disputes:** When HMRC expresses dissatisfaction with your p11ds or p9ds or your PAYE and/or NIC affairs following an employer compliance visit by HMRC
- **Current tax year enquiry:** Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect your business records, assets or premises
- **VAT disputes:** Over alleged failure to pay VAT

The most that Markel will pay any one claim: Current tax year enquiry - £1,000; all other sections of cover - £100,000

The most that Markel will pay for all claims in the period of insurance: £1,000,000

Territorial limits: The United Kingdom of Great Britain and Northern Ireland

Excess any one claim: Tax protection (Aspect enquiry) - £1,000; All other sections of cover - £0

Reasonable prospects of success: Your case must have at least a 51% chance of success. If there is 50% or less chance of success, Markel will not provide cover.

Markel will not cover claims where:

- There is not a reasonable prospect of reducing the liabilities alleged by HMRC
- Tax returns are late or where you have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used
- There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution
- There is a dispute or enquiry relating to the National Minimum Wage or Living Wage
- There is an allegation of tax avoidance

Markel will not cover you for:

- The defence of civil legal proceedings concerning:
 - injury or disease including psychiatric injury and stress
 - damage to or loss or destruction of property
 - an alleged breach of professional duty
- Costs incurred without or in excess of Markel's written consent
- Any claim relating to or arising from any cause, event or circumstance occurring before or existing at the start of this policy and which has or which you knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a claim
- Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC
- Any dispute or legal proceedings in respect of which you are, or but for the existence of this policy would be, entitled to indemnity under a legal aid certificate or representation order
- Disputes or legal proceedings between any parties specified as you in the policy schedule or with any parent, subsidiary or associated company or partner
- Any dispute you have with your representative, any party involved in the arrangement of this policy or with us
- Any costs incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
 - breach of confidentiality
 - passing off
 - defamation or malicious falsehood
 - the ownership or existence of any intellectual property rights
 - a judicial review
- Any costs incurred in a dispute or legal proceedings concerning, arising out of or in connection with your:
 - intentional wrongdoing
 - act or omission with negligent disregard as to its consequences
- Any costs which you should or would have had to incur irrespective of any dispute
- Any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
- The VAT element of your claim if you are registered for VAT
- Any claim caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- Any claim caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination

Claims Process:

You must tell Markel as soon as possible when you become aware of any cause, event or circumstance which does or may involve you and which has given, or may give rise to a claim, dispute, legal proceedings or tax investigation.

To do this, contact Markel on 03332 348 012 and quote policy number 13895907. Markel contact the NMTF to verify that you hold an active membership and so are eligible to benefit from access to this commercial legal expenses protection.

Where Markel has accepted notification as described above, Markel will treat any later claim regarding that notified cause, event or circumstance as though the claim had been notified during the period of insurance.

Markel will send you an insurance claim form that must be completed and returned as soon as possible.

Consent:

Markel will only cover claims where you have obtained their consent in writing before incurring any costs. Markel will give their consent for you to incur costs provided that you can satisfy them throughout your claim that:

- It is reasonable and proportionate (in relation to your claim) to incur costs
- There are reasonable prospects of success

If during the course of your claim you no longer satisfy Markel of the above, cover under this policy for costs will be withdrawn and any costs incurred awarded on or after the date of withdrawal will not be covered whether we previously agreed to them or not.

Markel will make their decision on whether to cover your claim based on:

- A fully completed insurance claim form
- The information and documentation they reasonably request
- A legal opinion from your representative on whether your claim has reasonable prospects of success and any professional advice they regard necessary

If your claim is accepted by Markel, it does not always mean that all costs will be paid, for example they will not cover costs for things that are not directly relevant to your claim.

Markel may also limit any cover they provide by time, amount or to a specific stage of legal proceedings in order to allow them to review their continued acceptance of your claim.

If after accepting your claim, it is shown that your claim has not been brought within the terms and conditions of the policy, no further cover will be provided, and Markel will recover from you any costs they have paid.

Counsel's opinion:

At Markel's discretion they may also require you to obtain a legal opinion from Counsel at your expense to satisfy them that there are reasonable prospects of success and it is reasonable and proportionate (in relation to your claim) to incur costs.

If based on Counsel's opinion they are satisfied in respect of the above the reasonable costs of obtaining that opinion will be paid by Markel subject to the excess and the limits shown in your policy schedule.

Claims rejected due to a lack of reasonable prospects of success:

If Markel rejected your claim solely due to a lack of reasonable prospects of success, they will pay costs that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this policy if:

- You proceeded with the legal action which formed your claim to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- You were defending, the judgment found you were not at fault
- You were pursuing, the judgment awarded you the remedy you were seeking at the time Markel rejected your claim
- You tell us about it as soon as possible

Settlements:

You must inform Markel as soon as an offer of settlement is received, and you must obtain their consent before you make or respond to any offer of settlement.

In any settlement you must:

- Take into account the prospects of the case and likely future costs
- Try to recover as much costs as possible

If you unreasonably reject an offer of settlement which Markel recommend acceptance of or make an offer which they do not agree with, no further cover will be provided, and Markel may seek to recover from you costs they have paid.

At their discretion, instead of covering you for costs, Markel can choose to pay:

- The damages you are likely to be awarded by a Court or Tribunal or
- The amount of money being claimed against you or the amount of money the other party will settle for, whichever is the lesser

If Markel choose to do this, then your claim will end, and no further payments of costs will be made.

Co-operation:

You must co-operate with Markel and your representative at all times during the course of your claim this includes:

- Allowing Markel and your representative to communicate directly with each other about your case
- Providing a full and truthful account of your case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing your representative to provide Markel with information, documentation or evidence they require (even if privileged) and regular updates including when anything negatively affects the factors Markel took into account in accepting your claim.

Recovery of costs:

If the outcome of your case is that another party is found responsible for reimbursing you for some or all of your costs, you and your representative must make every effort to fully recover those costs which you must pay to Markel.

If the legal case was settled and the terms of the settlement do not specify the split between damages and costs, then a fair and reasonable proportion of that settlement will be treated as costs and paid to Markel.

If any money is recovered from the other party, then that money will be treated as costs and repaid to Markel first until all costs have been repaid to us.

Payment of costs:

A copy of all invoices for costs you receive from your representative should be forwarded to Markel within 30 days of the date the invoice was issued. If we require, you must ask your representative to send the costs for assessment by a Court or Tribunal or to a costs lawyer of our choice.

You are responsible for the payment of all costs. Markel will reimburse you for the costs subject to the excesses and the limits shown in your policy schedule. Markel may settle these costs directly if they choose to do so.

Appeals:

If you wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in your favour, Markel will consider providing further cover if:

- Markel covered the initial legal proceedings that are being appealed as a claim and cover was not withdrawn

- The grounds for the appeal were submitted to Markel as soon as possible and before any deadline set by the Court or Tribunal
- If Markel require, you must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

Instruction and choice of your representative, Counsel and experts

In all cases your representative will be appointed in your name and on your behalf.

Markel will choose a representative to act on your behalf other than at the point of an inquiry or legal proceedings where you will have freedom to choose your representative subject to Markel approving your choice.

You will also have freedom to choose your representative if there is a legal conflict of interest between you and Markel subject to them approving your choice.

Tax Helpline:

Markel has a tax helpline that members can benefit from. To access this, contact Markel on 03332 348 012 and quote policy number 13895907.

In addition, they have a website that contains guidance on tax and other business matters. To access this, visit the website below and enter code sFFmBC6d

<https://www.markellaw.co.uk/registration>

8. FAQ

What else do I get with membership of the NMTF?

Membership of the NMTF includes:

- Expert Advice - *guidance on any small business matter*
- Legal and financial helplines - *staffed by expert solicitors and accountants*
- Market Times - *bi-monthly magazine available to read online*
- Monthly e-bulletins – *keeping you updated with industry issues and activities*
- Password-protected online Members Area – *business support guides, community forum*
- Market Near Me – *list your business in the most comprehensive database of markets in the UK*
- Lobbying - *fighting for your interests at the national level*
- NMTF Groups - *join or form a local traders' association backed by the NMTF*
- Discounts from our trusted sponsors

You can renew your membership of NMTF at **www.nmtf.co.uk** or over the phone by calling 01226 749021 and speaking to the Membership Department (office hours: Monday to Friday, 9am to 5pm).

Please note the NMTF is not responsible for any third-party websites.

Who can join the NMTF?

The NMTF is a trade association for market and street traders, events retailers and mobile caterers in the UK. Anyone over 16 who is a permanent resident in the UK can join the NMTF.

The NMTF members trade on many different types of markets and market-type events. These include traditional retail markets, farmers markets, craft fairs, musical festivals and agricultural shows.

On top of these, members also trade in the aisles of shopping centres, hospitals, outside stations and football grounds, on piers, and in kiosks in town centres.

As an organisation, the NMTF exists to represent the diverse interests of its membership and we support the growth of this diversity by providing an excellent service to its members.

NOTE: Certain product lines are excluded from the NMTF's product's liability protection for members. Please review these before you join or renew your membership with the NMTF.

How much does membership of the NMTF cost?

The subscription rates for membership of the NMTF are decided by the NMTF. Notification of any such increase in membership will be notified to all current members prior to the date of commencement of the increase.

Business partners must be added to the same membership. This allows complete access to the range of services provided by the NMTF.

All business partners must be named to ensure that they are included under the public, product and employer's liability protection for members.

We define a business partnership as:

- In a business partnership, you and your business partner (or partners) personally share responsibility for your business.
- You can share all your business' profits between the partners. Each partner pays tax on their share of the profits.

In the case of a limited company or limited liability partnership, every director of the business must be a member of the NMTF.

Payment of the appropriate subscription fee is a request for immediate access to membership. Therefore, subscription fees are non-refundable and non-transferable.

For more information, contact the Membership Department by telephone on 01226 749021 or email membership@nmtf.co.uk (office hours: Monday to Friday, 9am to 5pm).

How can I pay for membership of the NMTF?

You can pay for membership of the NMTF by the following methods:

- ONLINE via debit or credit card
- TELEPHONE via debit or credit card
- POST via cheque, postal order or registered cash
- IN PERSON via debit, credit card, cheque, postal order or cash
- BACS via internet banking or at your local bank

The NMTF accepts Visa, Visa Debit and MasterCard. American Express cards are not accepted.

Members can renew their membership annually by DIRECT DEBIT.

Members who pay by Direct Debit receive a discount of £5 from their subscription rate! Two weeks' notice is required before a member's expiry date to set up a Direct Debit.

For more information, contact the Membership Department by telephone on 01226 749021 or email at membership@nmtf.co.uk (office hours: Monday to Friday, 9am to 5pm).

Can I pay for membership of the NMTF in instalments?

No, membership of the NMTF cannot be paid for in instalments. This is to ensure that all members of the NMTF receive the same level of service.

Crucially, this avoids potential fraud through the provision of protection through the NMTF's public, product and employer's liability protection for members.

Can membership of the NMTF be in a company name?

No, membership of the NMTF is personal to you to use for business purposes.

In the case of a limited company or limited liability partnership, every director of the business must be a member of the NMTF.

If business partners are not members, they will be refused access to services provided by the NMTF, which includes public, product and employer's liability protection.

How long does membership of the NMTF last for?

Membership of the NMTF is annual and runs for 12 months. However, you may notice your expiry date is slightly different than this.

Expiry dates are brought forward roughly a couple of weeks, so we can remind you in enough time to renew your membership (delays for the post, etc.)

On your expiry date, your inclusion under the liability protection for members of the NMTF is temporarily lifted – **it is in your best interest to renew before your expiry date.**

If you do not renew your membership within 28 days, you will become lapsed. Renewal after this period means there is a break in membership from your date of expiry to your date of re-joining.

When you renew before you become lapsed, 12 months are added to your original expiry date so in another year, we can remind you in enough time to renew your membership.

How long will it take to get my NMTF membership certificate?

Whether you join the NMTF over the phone or online a welcome email will be sent to you within 24 hours. This timescale is dependent on office opening times of Monday to Friday 9am to 5pm.

This welcome email will include your membership certificate, and all the information you need to know about your membership of the NMTF. If you have requested a stall sign, this will be posted out to you at the agreed cost.

What is my proof of liability insurance with membership of the NMTF?

A membership certificate is proof of public, product and employer's liability protection for all members of the NMTF.

We do not issue individual insurance certificates or policies. This is because the NMTF is a trade association and not an insurance company – we are not regulated by the FCA.

However, if an operator requires further proof of liability protection, an indemnity letter can be requested through the membership office.

This can be supplied by the Membership Department. Please call them on 01226 749021 or email membership@nmtf.co.uk (office hours: Monday to Friday, 9am to 5pm).

Do I receive an employer's liability certificate?

Whilst we will not send you a hard copy of the employer's liability certificate, you can download one at any time by visiting the Members Area on our website — members.nmtf.co.uk — and print it off.

Please note the date on the certificate refers to the employer's liability policy for all members of the NMTF, which runs from December to December. **It is not personal to you.**

The employer's liability certificate is for display purposes only. It is not proof of your membership of the NMTF nor is it proof of public and product liability protection.

Traders who display the employer's liability protection for NMTF members who do not have an active membership of the NMTF are not protected by it.

Replacement certificates are supplied free of charge on request through the Membership Department.

The Membership Department can be contacted by telephone on 01226 749021 or email membership@nmtf.co.uk (office hours: Monday to Friday, 9am to 5pm).

What is my individual policy number for public and product liability insurance?

You don't have one. Public, product and employer's liability protection is a blanket policy for all members and individuals are covered if their membership has not expired.

If an operator is demanding a letter of indemnity, these can be supplied on request through the Membership Department.

The Membership Department can be contacted by telephone on 01226 749021 or email membership@nmtf.co.uk (office hours: Monday to Friday, 9am to 5pm).

How can I cancel my membership of the NMTF?

We hope members will never have to cancel their membership of the NMTF.

However, we understand that in some cases, such as retirement, that membership of the NMTF needs to be stopped.

To speak with us about cancelling your membership of the NMTF, contact the Membership Department by telephone on 01226 749021 or by email at membership@nmtf.co.uk

Please note that the subscription fees for membership of the NMTF are non-transferable and non-refundable.

I wish to make a complaint about the NMTF, what do I do?

The NMTF has a strict policy about handling complaints from our members. To make a complaint, please follow the procedure below:

Write to Joe Harrison, Chief Executive, either by email to enquiries@nmtf.co.uk or by post to: NMTF, Hampton House, Hawshaw Lane, Hoyland, Barnsley, South Yorkshire, S74 0HA.

Supply the following details: Your membership number, date(s) the incident occurred, person(s) and/or organisation(s) involved and a brief description of the complaint.

Complaints will then be distributed to appropriate senior management and you will be contacted within five working days to discuss your complaint and reach a resolution.

NMTF

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Hawshaw Lane
Hoyland
Barnsley
S74 0HA

Tel: 01226 749021

Twitter: @marketsmatter

Facebook: @thenmtf

Instagram: @marketsmatter

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www.nmtf.co.uk