

## **INDOOR & OUTDOOR MARKETS REGULATIONS GOVERNING ALL TRADERS**

### **MARKET REGISTRATION AND CONDITIONS APPERTAINING TO THE OCCUPANCY OF A MARKET STALL**

The Market Superintendent will be available from 6.30am on Tuesdays.

It is the aim of the Town Council to lease pitches, as far as possible, to regular traders. Casual traders will be welcome when vacancies occur.

Nothing contained in this agreement is to be taken to relieve or excuse the Trader or the Town Council from any duty, responsibility, obligation or requirement under the Laws of England for the time being in force.

The trader may, upon correct completion of the attached application form, duly authorised, trade on Settle Market on Tuesday each week subject to compliance with the following rules and regulations:

#### **General Rules**

##### **1 Authorised Goods**

- 1.1 Any application to vary or change the list of authorised goods must be made in writing to the Town Council.
- 1.2 The proposed new goods must not be displayed or offered for sale until written approval has been received.
- 1.3 The Trader must adhere to the permitted Trading lines as set out in this agreement. The trader must not alter the permitted trading lines without the prior authorisation of the Market Superintendent in writing or via email.
- 1.4 The Trader is responsible for supplying and erecting the Stall on the allocated Pitch.

##### **2 Arrival and Departure**

- 2.1 Stall-holders should have finished unloading and if required, have removed their vehicle from the Market Place by 9.00am.
- 2.2 They should be away from the Market Place by 6pm in summer and 5pm in Winter.
- 2.3 The Market should be open until 3pm in winter and 4pm in summer, weather permitting. Failure to comply may result in loss of pitch relocation or termination of contract.

##### **3 Vehicles**

- 3.1 Vehicles allowed on the Market Place during the day are by agreement only with the Market Superintendent.

##### **4 Protection of Surface**

- 4.1 Where necessary Stall-holders will maintain the surface of the Market Place by providing a protection such as a piece of wood or card under the legs of stalls.

##### **5 Commodities/Goods for Sale**

- 5.1 Apart from foods and those stall-holders already established, as a general



rule, only one stall-holder for each commodity will be allowed. Where a stall-holder has a wide range, then there may be an overlap at which time a decision will be made by the Market Superintendent. Any concern with this decision should be referred to the Town Council.

- 5.2 The Trader must not offer for sale any counterfeit or illegal merchandise or anything which in the opinion of the Market Superintendent is inappropriate merchandise.
- 5.3 Any products or displays considered by the Market Superintendent to be offensive or inappropriate must be removed or amended as directed by the Market Superintendent.

## **6 Litter**

- 6.1 Traders must keep their stalls tidy at all times.
- 6.2 All litter must be removed from the Market Place/Royal Oak. Council bins are not to be used for this purpose. Any infringement will be regarded as fly tipping and may result in a fine being imposed.

## **7 Names**

- 7.1 Names of all stall-holders must be displayed at all times.
- 7.2 All traders must immediately inform the Market Superintendent of any change in name, address, or telephone number.

## **8 Legislation**

- 8.1 Traders must comply with Food Hygiene legislation, consumer legislation and any other legislation appertaining to their trade or markets. Where appropriate display Food Hygiene Certificate/s.

## **9 Tolls**

- 9.1 Settle Town Council reserves the right to increase weekly toll as and when it considers fit. The annual review of tolls is effective from 1 April, and any increase will be notified in writing.
- 9.2 Stall-holders are requested to have their toll money ready when the Market Officer or authorised representative comes to collect it.
- 9.3 Half tolls for outdoor traders will be levied during the months of January and February.
- 9.4 Half Tolls for outdoor traders will be levied in December subject to 28 weeks attendance between April and November.

## **10 Market closure and adverse weather conditions**

- 10.1 The Town Council reserves the right to close the Market for official bank and public holidays.
- 10.2 On days of extreme weather the Market may be cancelled.

## **11 Insurance**

- 11.1 All traders must be indemnified against public liability claims to a minimum of £5,000,000.



- 11.2 The Town Council does not accept any liability for injury to a Market Trader, employee or assistant, or to any person on the adjacent footway or to any customer, as a result of negligence or other act or omission of a Trader and requires each Trader to effect appropriate public liability insurance and to produce a copy of such policy on demand to the Market Superintendent.
- 11.3 Traders must have valid public liability insurance or NMFT membership (inc PLI) and be able to produce it on request to any Settle Town Council Officer. Failure to do so will result in immediate termination of the agreement.
- 11.4 Where necessary the Trader must have appropriate employer's liability insurance and be able to produce a copy on request.
- 11.5 The Trader and Staff employed by the trader must not cause damage to, or deface any street furniture or any plants, shrubs, trees or any other flora near to or on the Pitch. The cost of making good any damage by the Trader or any Staff employed by the Trader to the Town Council property (or that of any other Authorities), will be recharged to the Trader.
- 11.6 By signing this form, stall-holders and traders signify their acceptance of these conditions and shall be deemed to agree to indemnify Settle Town Council against all costs, claims, damages, expenses and any other liability arising of and due to the negligence of any stall-holder or trader who shall on demand produce to the Market Superintendent a current public liability insurance premium receipt if so requested.

## **12 Absence**

- 12.1 If a regular stall-holder has not arrived by 9:00am, his/her pitch could be re-allocated for that day unless he/she has advised of his/her late arrival.
- 12.2 Notice of intended absence for holiday (for which 4 weeks are allowed annually) must be given a week in advance.
- 12.3 No tolls will be charged for the 4 holiday weeks. Any absence over the four weeks allowed may be charged in full.
- 12.4 The Market normally operates 52 weeks in the year (subject to Public Holidays). Stall-holders are expected to attend on 48 occasions.
- 12.5 Unauthorised absences other than for illness and holiday may incur a penalty. The trader's status may be changed to casual and the pitch will be reallocated unless adequate explanation is given to the Market Superintendent.
- 12.6 No medical certificate is required for the first week of an illness but subsequent weeks require certification.
- 12.7 Retainers will be granted only on medical evidence/extreme circumstances.
- 12.8 After an unauthorised absence of six weeks, the Town Council has the right to automatically terminate the holding.
- 12.9 The Market Superintendent should be informed of non-attendance at least 3/4 days in advance unless in an emergency situation.

## **13 Pitches**

- 13.1 Pitches are allocated to persons named and may not be transferred.
- 13.2 The Market Superintendent must be informed in writing of any changes in personnel operating the stall.
- 13.3 Whilst every effort will be made to ensure that regular stall-holders have their



regular pitch, there may be times when this is not possible.

- 13.4 In these circumstances, another pitch will be offered if one is available.
  - 13.5 The siting of stalls is the responsibility of the Market Superintendent under the instruction of the Town Council.
  - 13.6 The trader is responsible for supplying and erecting the stall on the allocated pitch.
  - 13.7 The Market Superintendent may alter the layout of the Pitch within the Market or close the Market altogether in the case of danger, emergency or for reasons of health and safety. The decision of the Market Superintendent is final. In the event of such action the Town Council shall not be liable for any loss sustained by the Trader directly or indirectly.
- 14 Right to assign** (to sell the goodwill and right to stall as a going concern)  
The Town Council will consider granting the right to assign where the current stall holder has been standing on the Market for **three years** or more subject to the following conditions:
- 14.1 That written application including full details, eg: name, address, experience and background of the proposed assignee are provided to the **Clerk to the Town Council two months before the end of the current stall holder's trading** and the prior **written approval** of the Town Council is obtained.
  - 14.2 That the fee for the time being in force (currently £200) shall have been paid to the Town Council in the form of '**cleared**' funds **before the last week of trading**.
  - 14.3 That only the same commodity/ies will continue to be sold.
  - 14.4 That the same site area will be occupied.
  - 14.5 That the new stall-holder will be subject to the annual contract approved by the Town Council.
  - 14.6 That the rate of toll will be as approved by the Town Council from time to time and advised in writing.
  - 14.7 That in the case of an application being refused, then there may be **one** appeal against the Town Council's decision. This must be in writing and lodged with the Town Council within four weeks of the date of refusal. It must give any information requested by the Town Council or as required in further support of the application.  
The Town Council will then reconsider the application and its decision will be final, no further correspondence being entered into.
  - 14.8 That nothing in the Market Rules shall prevent the Town Council from abandoning the right to assign if it so resolves, the Town Council's decision being final.
- 15 Health and Safety**
- 15.1 Traders must adhere to Health and Safety at Work Act 1974 and all current regulations under the Act.
  - 15.2 Nothing should protrude at the front of stalls and any gangways/exits must be kept clear at all times.
  - 15.3 Traders pets/children should not be allowed to roam free or cause disturbance around the Market Place/Royal Oak.
  - 15.4 Containers of inflammable liquid must not stand on the Market Place/Royal

Oak.

- 15.5 No vehicle or generator may be refuelled in the Market.
- 15.6 A written risk assessment must be carried out by the Trader for the Pitch, the Stall and any trading activities carried out within them, and be available for inspection by the Market Superintendent on demand.
- 15.7 Nothing must be attached to walls or doors in the Royal Oak.
- 15.8 Rules and regulations issued by The Royal Oak must be adhered to. ie: Fire Regulations

## **16 Breach of Rules and terminating of the stall/pitch**

- 16.1 Any breach of Market Rules or of good order in the keeping of the stall as required by the Market Superintendent will be dealt with as follows:
- 16.2 One verbal warning will be given.
- 16.3 In the event of a further breach, the Town Council will be informed.
- 16.4 The decision of the Town Council as to the future letting of the pitch will be given in writing.
- 16.5 Written notice of a trader's termination of a pitch must be given in writing or via email to the Market Superintendent and reported to the Town Council.

## **Trader Conduct**

- 17.1 At all times the Trader and any staff employed by the Trader must behave in a proper and business-like manner and maintain good public relations.
- 17.2 The trader and any staff employed by the Trader must not cause danger to other Traders, patrons of the Market or members of the Public.
- 17.3 The trader will not impede or interfere with the Town Council's control of the Market.
- 17.4 All accidents dispute, thefts or disorderly conduct shall be reported to the Market Superintendent by the Trader as soon as is practicable and the Market Officer may take any action they consider appropriate.
- 17.5 The trader and any staff employed by the Trader must not smoke on any part of the Market or within 3 metres (3m) of the Market boundary.
- 17.6 The Trader and any staff employed by the Trader must not trade whilst under the influence of alcohol or drugs.

## **18 Change in Market Rules and Regulations**

- 18.1 The Town Council reserves the right to amend this agreement where required to do so in law or by agreement with both parties. Where possible, notification of any proposed change shall be given 28 days before any such change is proposed to come into effect.

## **19 Termination of Contract**

- 19.1 Unless otherwise agreed, either party may terminate this agreement by giving no less than 28 days notice to the other party.

## **MARKET INDOOR & OUTDOOR**

### **RULES GOVERNING CASUAL TRADERS**

- 1** On registering, 'casuals' will be placed in one of two categories as follows:
  - A** Those selling goods not already sold by a regular trader
  - B** Others
- 2** All potential casual traders are required to leave their name, address and telephone number, and a description of the commodities which they sell with the Market Superintendent who will inform them when a suitable vacancy arises.
  - 2.1** If a permanent pitch becomes vacant, priority will be given to category 'A'.
- 3** If a stall-holder refuses a pitch offered, or leaves the pitch early, consideration will be given to future attendances.
  - 3.1** Reasonable effort will be made to accommodate casual traders, there is no guarantee of a siting.
  - 3.2** The decision of the Market Superintendent is final.

**MT/RAH**

**1st April 2019**

**TRADER'S ACCEPTANCE OF MARKET RULES**

I have read, understood and agree to abide by the Rules of the Market Committee as enumerated above.

FULL NAME (Please print) .....

ADDRESS .....

.....

.....

MOBILE .....

TELEPHONE

EMAIL ADDRESS.....

I CONFIRM I HOLD VALID TRADER'S NMFT MEMBERSHIP OR PUBLIC LIABILITY INSURANCE

SIGNED .....

DATE .....

THE GOODS WHICH YOU ARE PERMITTED TO SELL ARE:

.....

MAIN MARKET

INDOOR MARKET

WEEKLY TOLL .....

ISSUED BY (printed) .....

SIGNED .....

DATE ..... (ONE COPY TO TRADER, ONE TO BE RETAINED BY THE TOWN COUNCIL)

MT/RAH 1st April 2019