

## HUNTINGDONSHIRE DISTRICT COUNCIL

### MARKET RULES

These Market Rules shall apply to all markets (including event markets e.g. Bank Holidays) controlled by the Huntingdonshire District Council.

Rules will be reviewed annually and will come into operation on the 01<sup>st</sup> April each year.

#### DEFINITIONS

<b>Charter</b>	The granting of a weekly market in a specific town.
<b>The Council</b>	Huntingdonshire District Council whose principal office is at Pathfinder House, St Mary's St, Huntingdon, Cambridgeshire PE29 3TN.
<b>Market Day</b>	The day (or days) of the week upon which the Council have approved the holding of a retail market. This may be by means of a Charter or by the Council appointing a market. The current Market Days are Monday and Friday for St Ives, Wednesday and Saturday for Huntingdon.
<b>Markets Manager</b>	The Manager appointed by the Council to lead the operations of the market and enforcement of market rules. In the absence of the Market Manager, the council will have a nominated representative deputised to the is role.
<b>Loading &amp; Unloading</b>	Means the process of getting goods and equipment in and out of the traders' vehicles. This includes the set up or take down of the stall or pitch.
<b>Trading Hours</b>	The period of time which traders are permitted to sell goods as set out in appendix 1 (market timetable). The Markets Manager shall have the discretion to vary trading hours dependent on the conditions and circumstances on site.
<b>Trader's Agreement</b>	The agreement between the Council and a Trader which sets out commodities permitted to be sold by that trader on a specified market subject to these Market Rules and such other conditions as may be included in the Trader's Agreement. Trader agreements are valid for up to a 12-month period and will be reissued at the start of the financial year subject to trader behaviour and account status. A trader agreement does not guarantee a specific pitch.
<b>Trader</b>	An individual or business that the Council have authorised to trade on a specified market.
<b>Regular Trader</b>	A Trader who has been approved to trade on a specified market after a qualifying period of trading as a Casual Trader, and who makes payments via Direct Debit.
<b>Casual Trader</b>	A Trader who has been granted temporary use of a pitch to trade by the Council.
<b>Permitted Commodities</b>	Those goods and commodities for which the Trader has approval of the Markets Manager to sell at a given market.
<b>Pitch</b>	A 10ft by 10ft wide area (normally marked by studs) of land from which the Trader is authorised to sell Permitted Commodities during the Trading Hours on

any given day. The location of pitches will be determined by the layout as specified by the Council. The Council retains all rights to all pitches/space within the market area. Traders have no rights to a specific pitch and location of a trader within the market will be determined by the Markets Manager.

**Stall** The structure, trailer or other device upon which the permitted commodities are displayed for sale following approval of its use from the Markets Manager.

**Market Area** The area as defined in the Charter or as approved by the Council for the Market to take place. A market will have a layout as specified by the council and the council remains in control of all space within the market area. The layout will determine the location of pitches permitted for use.

## **RULES**

### **1. PROSPECTIVE TRADERS**

- 1.1. Any prospective Trader must complete the application form with the details requested. By submitting such form, the trader agrees to abide to these rules. In addition, any trader must show proof of public liability insurance, National Insurance number and if requested eligibility to work in the UK. Whilst the application may specify the good the trader wishes to sell this is subject to agreement with the markets manager as set out in the trader agreement.

### **2. BALANCED MARKET AND MARKET LAYOUT**

- 2.1. The Markets Manager is responsible for the layout of the market and ensuring a balance of commodities is in order to make the market attractive to customers.
- 2.2. New applications for trading will be assessed against the current balance at the market. Prospective Traders will only be granted permission to trade if there is space within the current market layout and the commodities, they wish to sell are not over represented at the market. The Markets Managers decision in this respect is final. This applies to both current and prospective traders.
- 2.3. Traders who cannot be immediately accommodated will be put on a waiting list maintained by the Markets Manager who will determine when space is available, and this will be based on the balance of commodities and the layout of the market.

### **3. CASUAL TRADERS**

- 3.1. Is a trader with no rights to a pitch who will be granted the temporary use of a vacant pitch. In addition, any trader must show proof of public liability insurance, National Insurance number and if requested eligibility to work in the UK. Casual traders will be issued a trader's agreement.

### **4. REGULAR TRADERS**

- 4.1. A regular trader is a trader with a guaranteed space at a given market however, pitch allocation isn't specific to traders and can be amended by the Market Manager at any time.
- 4.2. A regular trader will be issued with a 'Trader's Agreement' which will need to be signed and renewed on a yearly basis. In addition, any trader must show proof of public liability insurance, National Insurance number and if requested eligibility to work in the UK. Regular traders must trade every week except for medically certified illness, market closures or annual holidays.
- 4.3. To maintain status as a regular trader all payments to the Council must be up to date with no debt accrued.

## **5. ALLOCATION OF PITCH**

- 5.1. The Markets Manager reserves the right to move traders to a different pitch or area of within the market area. Where possible notice will be given, but in exceptional circumstances this could be immediate.
- 5.2. Traders are not allowed to move (including for a temporary period) or extend their pitch without first receiving permission to do so by the Market Manager.

## **6. PAYMENT OF MARKET FEES**

- 6.1. Regular Traders will be charged market fees by a monthly invoice raised in advance e.g. raised in March for April, payable in April. If a credit is owed to a regular trader (e.g. for a market that could not be attended due to medical grounds) a line showing the credit will be shown on the next invoice raised. All payments must be paid on time by direct debit.
- 6.2. If a direct debit is cancelled by a trader and or arrears are built up, your status as a regular trader will be revoked with immediate effect and you will be notified in writing of this by the Markets Manager with your trader agreement being terminated. This will impact your ability to trade on the Councils markets and may prevent you from becoming reinstated as a regular trader in the future.
- 6.3. Casual Traders must make payment to a Markets representative on the Council by debit or credit card before setting up.

## **7. MARKET FEES REVIEW**

- 7.1. The Council reserves the right to review market fees when required and alter the charges. All traders will be notified at least four weeks before any changes are implemented.

## **8. HOLIDAY ENTITLEMENT**

- 8.1. At the discretion of the Council, Regular Traders who are up to date with their payments will receive a rent-free period whilst they vacate their pitch due to their holiday. You will be entitled to 4 days per market rent free. The trader must give a minimum of four weeks' notice in writing to the market manager.

## **9. ELECTRICITY**

- 9.1. Any trader requiring electricity must inform the Markets Manager in their application form. If approved and space is available, they will be allowed to connect to an approved electrical outlet in the Market Area at the discretion of the Markets Manager. Traders must ensure all their electric cables and appliances conform to required legislation and that where cables are in a public space, coverings are in place. Any cables or electrical appliances that are deemed unsafe by the Markets Manager must be removed immediately.
- 9.2. The Markets Manager may suspend use of electricity to any trader. Any damage caused by Traders to the Market electrical supply equipment will be charged for.
- 9.3. All electrical charges will be levied at the current rate as part of a Trader's invoice for rent. Casual Traders must pay on the day. The Council reserve the right to alter the charges; all traders will be notified before any changes are implemented.

## **10. STALLS**

- 10.1. Stalls must be supplied by the Trader and it is their responsibility for their erection and dismantling. All stalls must reach the expected standards of safety and appearance required by the Council.

- 10.2. If in the opinion of the Markets Manager any part or parts of the stall are deemed to be unsafe it will be the responsibility of the Trader to remove the item(s) and make safe.
- 10.3. If the Trader continues to trade without removing the unsafe item(s) or equipment they will be suspended immediately and asked to leave the market. They will only be allowed to return to the market when they have satisfied the Markets Manager that they have made their stall safe.
- 10.4. The Trader shall not affix their stall to, or place any of their goods or produce on, any item of street furniture or public memorial.
- 10.5. All Gazebos and pop ups must be weighted, regardless of the weather. It is the responsibility of the trader to ensure they have sufficient weights to make safe their stall.

## **11. PITCHES**

- 11.1. The Trader shall not place or display goods or trail cables beyond the boundaries of their pitch or upon their stall in such a manner as may cause an obstruction or danger to pedestrians and people visiting the market. It is the Trader's responsibility to ensure all cables are covered and out of reach from members of the public to prevent injury.
- 11.2. If any pitch is free or unclaimed, traders cannot use this space without seeking permission first. The Council reserves the right to sell such space at the market rent achievable for the time of year.

## **12. PERMITTED COMMODITIES**

- 12.1. The Trader shall not deal in, sell or display goods other than those stated in your 'Traders Agreement'. The Markets Manager has the authority to stop a Trader selling goods that he or she regards as unsuitable. The Markets Manager decision on this is final.
- 12.2. A trader must not misrepresent the good they have for sale and any goods sold must conform to relevant standards and display markings as appropriate

## **13. PROHIBITED AND RESTRICTED ITEMS**

- 13.1. A Trader is not permitted to collect money or sell articles for the benefit of charitable or other purposes from a stall or pitch unless the relevant licence has been obtained from the Council's Licensing Section.
- 13.2. Lottery tickets, drugs, medicines, weapons, firearms or imitation firearms shall not be sold from a stall or pitch.
- 13.3. A Trader shall not sell alcohol from a stall or pitch unless a premises licence has been obtained from the Council's Licensing Section or a Temporary Events Notice has been served on the Licensing Section in accordance with the Licensing Act 2003.
- 13.4. E-cigarette traders must have full insurance cover including product liability protection.

## **14. COMPLIANCE WITH LEGISLATION**

- 14.1. Any Trader found contravening any trading standards or consumer protection legislation must remove the said goods and will be reported to Trading Standards. The Markets Manager can suspend said Trader from trading on that day and until relevant authority has been obtained to sell those goods.
- 14.2. The Trader must comply with their responsibilities under all relevant regulations and legislation to their employees and to members of the public and in particular the Consumer Rights Act 2015.

- 14.3. Should a complaint be made by a consumer against a Trader's product, and no satisfactory outcome can be found between the two parties, the Markets Manager having taken advice will make a decision. If he or she agrees with the consumer a refund must be offered by the Trader.
- 14.4. Should the Trader still disagree, and the Markets Manager feels the market is being brought into disrepute, the Trader may be asked to leave the market permanently.

## 15. AUCTION, PITCHING OR TOUTING

- 15.1. The Trader shall not sell any goods or allow them to be sold by auction, pitching or touting.
- 15.2. Amplifiers, or other noise-making devices or motors or generators can only be used after consultation with the Markets Manager.

## 16. MARKET APPLICATION FORMS

- 16.1. The Trader shall complete the form detailing such information as the Council may require and promptly thereafter shall notify the Markets Manager in writing of any changes in such information or supply such further information as the Council may require. Any such information may be used to control and administer the Council's markets and to manage, monitor, improve and promote Council services.

- 16.2. **Note:** *Huntingdonshire District Council is registered as Data Controller under the Data Protection Act 1998 for the purpose of processing personal data in the performance of its lawful business. Any information held by the Council will be processed in compliance with the principles set out in the Act.*

*The Council is responsible for ensuring the confidentiality of personal data that it holds. It also has a duty to protect the public funds it administers and may use the information provided to it to prevent and detect fraud. This may include sharing the information for these purposes both within the Council and with other persons or bodies involved for example in administering or auditing public funds or for data matching.*

*If you have concerns about the processing of your personal data by Huntingdonshire District Council, you may contact the Council's Data Protection Officer at its offices at Pathfinder House St Mary's Street Huntingdon Cambridgeshire PE29 3TN or the Office of the Information Commissioner, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.*

## 17. WASTE DISPOSAL

- 17.1. Traders must either:
  - a. Arrange for the removal and disposal of all waste generated by their trading activity at the end of the day, ensuring that the persons removing and disposing of it hold an appropriate Waste Carrier's Licence which can be inspected by authorised Council officials; or
  - b. Pay for a Council wheeled bin to deposit refuse or waste for disposal or recycling as appropriate. Should for operational reasons the Council replace the wheeled bin for refuse sacks all such charges will still apply.
- 17.2. At the end of the trading hours the Trader shall remove all goods and approved fittings from their pitch and leave the site clean and tidy. The Council will charge the Trader (other than those items left for authorised collection) for clearing away any waste or removing items left on the market, surrounding area or any area such where rubbish may have blown to. Traders that continue to leave the market space untidy will be issued with warning.

## 18. LOADING AND UNLOADING

- 18.1. Loading and unloading in connection with a stall shall cause as little inconvenience to the public or other Traders as possible.

## 19. LOADING AND UNLOADING TIMES - ALL TRADERS

- 19.1. Unloading and loading must be completed in the times set out in appendix 1 (market timetable). The Markets Manager shall have the discretion to vary loading times dependent on the conditions and circumstances on site.

**Trailers:** *It is your responsibility to get your trailer into position without disturbing other traders. Other traders should not be expected to delay their set up waiting for you.*

**Note:** *Any trader that is onsite out of the times set in Appendix 1 does so at their own risk. The Council will take no responsibility for anything out of the times mentioned in Appendix 1.*

## 20. RE-ALLOCATION OF UNOCCUPIED PITCHES

- 20.1. If a trader is not onsite by 7.45am it will be considered that the trader is not attending, and the pitch may be reallocated for that day. The trader who failed to attend will still be liable for the pitch fee.

## 21. DEPARTURE TIME FROM PITCH

- 21.1. All Traders are required to trade up to the agreed time. If a trader sells out of stock the trader will be required to leave their structure in place until the agreed time of closing.
- 21.2. Any trader that is onsite out of the times set in Appendix 1 does so at their own risk. The Council will take no responsibility for anything out of the times mentioned in Appendix 1.

## 22. MARKET CLOSURE IN EXCEPTIONAL CIRCUMSTANCES

- 22.1. The Markets Manager can close the market down in exceptional circumstances and Traders must vacate their pitch as soon as is reasonably possible. If a trader continues to trade after given instructions to leave a permanent ban may be issued in writing.

**Note:** *Most trader insurance is invalid if the market is closed.*

**Market closure in advance due to weather forecast:** If a weather warning is issued the Markets Manager must act upon it. If speeds or gusts of wind are predicted to reach 40mph or above (as shown on the Met Office website) the market will be closed or made a no structure event. This decision will be made as early as possible. For all cancelled markets a full credit will be payable on your next quarterly invoice.

**Weather Change on the Day:** If the decision is made to close the market before 12.00 noon on the day a full credit will be made. If the decision is made to close the market after 12.00 noon on the day a 50% credit will be made. All credits will be shown on your next quarterly invoice.

## 23. MARKET TRADER VEHICLES

- 23.1. Market trader vehicles must be offsite in the times set out in appendix 1.

## 24. PARKING PERMITS

- 24.1. One parking permit per regular trader will be issued to allow free parking in specifically designated areas of Council car parks on the day of the market as directed by the Markets Manager. The parking permit must be displayed clearly on the windscreen in the vehicle at all times when it is parked in the

car park otherwise a penalty notice will be issued in accordance with the car parking orders. Any other vehicles parked must be paid for in accordance with the rules of the car park.

- 24.2. Traders who require two commercial vehicles to bring their stock to the market will be issued an additional permit.

## **25. PUBLIC LIABILITY INSURANCE**

- 25.1. All Traders, Casual and Regular Traders shall indemnify the Council against all costs, actions, claims and demands by any person or body arising from the exercise of their trading activities or those of their employees, representative or agents and shall hold a valid insurance policy for public liability for claims up to £5 million. The Markets Manager shall be entitled to call for and inspect such policy of insurance and the receipt of the current premium. Traders will not be allowed to trade if they cannot provide proof of insurance. Traders are responsible for ensuring that appropriate insurance is in place that covers all situations in which they may operate.
- 25.2. **Public Liability Insurance:** Most membership insurance policies are personal to you to use for business purposes.
- 25.3. In the case of a limited company or limited liability partnerships, every director of the business must be a member of the insurance scheme. You will need to provide this proof to the Markets Manager.

## **26. HEALTH AND SAFETY AT WORK ETC. ACT 1974**

- 26.1. All traders are duty bound by law to follow this act. Failure to do so will result in suspension or permanent removal from the market. It is your responsibility to check and use the latest addition available.

## **27. FOOD TRADERS**

- 27.1. Any Trader selling food for human consumption shall:
- Supply all requested information in the requested format.
  - Receive confirmation from the Council's Environmental Health Service that they are happy for the applicant to trade, subject to the provision of relevant information and documents to the Markets Manager before trading commences.
- 27.2. Traders selling pre-packed foods are considered 'Low risk' and will need the following in place to trade safely:
- Provide appropriate cover to the roof, sides and back of stalls from which food is to be sold and provide such other facilities, equipment as required by law or by Environmental Health or Trading Standards Officers. You may be asked to remove the sides of your stall depending on weather conditions.
  - You must have suitable hand washing facilities such as hand sanitiser or hand wipes.
- 27.3. Traders selling hot food are considered (High risk food) and will need the following in place to trade safely:
- Provide appropriate cover to the roof, sides and back of stalls from which food is to be sold and provide such other facilities, equipment as required by law or by Environmental Health or Trading Standards Officers. You may be asked to remove the sides of your stall depending on weather conditions.

- You must have suitable hand washing facilities such as hand basin with necessary prerequisites such as hot and cold running water, soap, hand drying facilities and a suitable method for disposing of waste water will be required.
- Ensure direct handling of food is done so wearing gloves or bare hands.
- The operator of a food business must ensure that food handlers are supervised and provided with food hygiene instruction and/or training which is appropriate to their duties and to the nature and type of the business
- Maintain standards of hygiene and cleanliness as required by law, Environmental Health Officers, Trading Standards Officers, the Food Standards Agency (to a minimum of 4 stars) or the Markets Manager. Should any food trader be found to be non-compliant with the law they will be required to immediately leave the market and will not be permitted to return until they can demonstrate full compliance to the satisfaction of Environmental Health staff. No refund on Market Fees will be given.
- Seek and comply with the requirements and advice of the Council's Environmental Health Officer who can be contacted at the Council's offices at Pathfinder House, St Mary's Street, Huntingdon, Cambs PE29 3TN

## **28. NON-ATTENDANCE**

- 28.1. If without notifying the Council a Regular Trader fails to attend a Market on two consecutive weeks or six occasions in a twelve-month rolling period, then his or her Trader agreement will be terminated.
- 28.2. If a Regular Trader is unable to attend a market on medical grounds, credit of market fees will be made on the next quarterly invoice. A maximum of nine weeks in a twelve-month rolling period can be claimed. This will be subject to the provision of satisfactory evidence such as a medical certificate or Doctor's letter. During this time, the Council reserves the right to temporarily allow trading in place of non-attending trader. If a total of nine weeks in a twelve-month rolling period is reached the situation will be re-assessed and after notice the trader agreement may be terminated.

## **29. NOTICE PERIOD**

- 29.1. A Regular Trader shall give four weeks' written notice of their intent to cease trading before the end of the invoiced period. No refunds will be given in regard to such notice for the current rent invoiced. Notice may also be given by the Council to the trader to remove the trader which will be a period of four weeks' unless the reason for this is serious in nature.

## **30. COMPLIANCE WITH MARKET RULES**

- 30.1. Traders shall comply with all reasonable directions of the Markets Manager.
- 30.2. Traders must sign such form to say he or she has read, understands and intends to comply with these Market Rules. These will be reviewed and reissued for signature on a yearly basis.
- 30.3. Traders not complying with these Market Rules may be suspended from trading by the Markets Manager.

## **31. TRADER BEHAVIOUR**

- 31.1. If a Trader or their employees or representatives behave in a manner which may be deemed in breach of the law, or which is of an anti-social nature, threatening (physical or verbal) behaviour they may be suspended from trading.



31.2. Likewise, traders are expected to present a positive image of St Ives and Huntingdon's markets. Traders should not disgrace, belittle, or shame customers, fellow traders or Council officers in-person, online or in social media posts. Any trader or representative who is abusive or posts negative online or social media comments may result in suspension. For serious offences, suspension will be immediate and will be permanent. The Markets Manager's decision on this is final.

**32. AMENDMENTS TO THE RULES**

32.1. The Council may add to or amend the Market Rules in the light of changing circumstances or for any other reason on the understanding that Traders will be advised in writing. When a new copy of the Market Rules is issued Traders must sign and date and return to Market Manager. Failure to do so will result in the termination of the trader's agreement.

**33. PROCEDURE FOR EXCLUSION FROM TRADING WITH HDC**

33.1. Failure to adhere to market rules or instructions given by a member of the Markets team will result in a written warning being issued in the first instance. If 3 written warnings are issued within a 12-month rolling period, this will result in a permanent ban from trading on any HDC market.

33.2. If the issue is considered serious, this will result in a permanent ban from trading on any HDC market regardless of any prior warnings. E.g.: Verbal or physical abuse towards public, other traders or Market team. This will be issued to you in writing and will be effective immediately.

**34. COMPLAINTS**

34.1. Any complaints regarding these Market Rules must be made in writing to the Operations Manager (Parking & Market Services), Eastfield House, Latham Road Huntingdon PE29 6YG.

34.2. Any appeals can be made in writing to Head of Operations, Huntingdonshire District Council, Pathfinder House, St Mary's Street Huntingdon PE29 3TN

By signing this form, you are agreeing to the Market rules and Regulations. Please complete the form below and return to the Market Manager. You will also be issued a copy.

**TRADER REPRESENTATIVE**

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATED \_\_\_\_/\_\_\_\_/\_\_\_\_

**COUNCIL REPRESENTATIVE**

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATED \_\_\_\_/\_\_\_\_/\_\_\_\_