



**Market  
Authorisations  
Regulations**  
(Market Place, Hadleigh)



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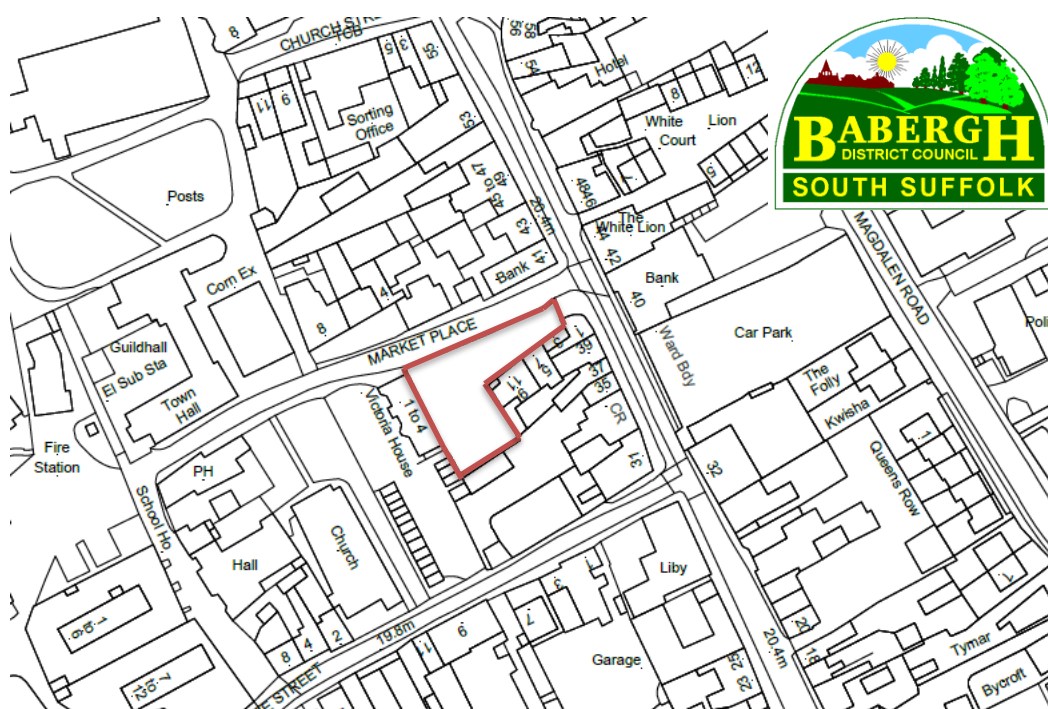
# Babergh District Council

## Market Authorisations Regulations (Hadleigh)

### 1. Introduction

#### The requirement for Market Authorisations Regulations (Hadleigh)

Babergh District Council own the lease which entitles it (as the holder) to operate a market in the Market Place at Hadleigh. Babergh District Council also own the land upon which the market stands (Market Place) following a transfer of ownership to the District Council from the Hadleigh Market Feoffment Charity in 1974.



Hadleigh town centre provides essential community facilities to residents and visitors. Affordable business opportunities for Traders make an important contribution to the Council's priorities of supporting local businesses to thrive and grow and thriving and vibrant market towns. Our Market Towns form an integral part of the fabric of our local communities and the district's wider appeal to tourists and visitors.

The Council intends to ensure that our communities and visitors receive an excellent standard of customer service, enjoy a positive experience, and wish to visit and use the town centre facilities again.

With these objectives in mind these regulations set out the terms and conditions which must be adhered to by a trader granted an authorisation to trade in the Council's market. These regulations define the Council's rights as the market operator, and the standards and obligations the Council is placing upon the Market Trader.

**Any Trader who is granted permission to trade in the Council's Market must accept and agree unreservedly to abide by these regulations.**

These regulations are intended to be fair, proportionate, and reasonable whilst safeguarding the necessary flexibility of the Council's market operation to meet the potential future needs of the market's customers. These regulations also set out potential penalties for breach and include a fair and clearly defined process to appeal certain decisions taken by the Council's Market Management Team. Whilst street trading laws (under the Local Government (Miscellaneous Provisions) Act 1982) do not apply to any area being used as a 'temporary market', Traders are still required to obtain permission to trade in the Council controlled Market.

These regulations replace any previous Market Regulations issued by Babergh District Council. An 'authorisation' or 'permission' given by the Council or its nominated agent may refer to a licence document, letter or digital text or booking record giving authority or a verbal consent from an officer or agent entitled to give it. In all cases it will be the decision of the Council or its nominated agent as to which form is most appropriate.

### **The Council's commitment to Market Traders**

The Council undertakes to administer the market operation in such a way so as to ensure:

- a safe and welcoming environment in which to trade;
- the continuous development and promotion of the Markets and Market events to attract new shoppers, visitors, and traders;
- a balanced market offering with limited duplication of both core and competing secondary product lines;
- prohibition of unsuitable, unsafe, or undesirable product lines which may undermine the integrity or reputation of the Market and of other authorised traders;
- a fair and thorough application process for Traders wishing to apply to trade or introduce a new product line;
- a right of appeal against suspension or termination of an authorisation with a defined process and timetable; and
- An open and two-way communication with all Traders, either directly or through their nominated representatives.

### **Future revisions to Market Regulations**

Babergh District Council may amend these regulations at any time in the future. Prior to revising these regulations in any substantive way, the Council shall consult with traders for not less than four weeks and shall then give a further four weeks written notice before any change takes effect. The format of the document or minor necessary or consequential amendments will not generally be subject to prior consultation.

The daily operation of the market is the responsibility of the authorised Market Manager (and his/her deputy, being another authorised person nominated by the Council) who is entrusted and authorised to apply discretion and judgement in the interpretation of these regulations.

## **2. Definitions**

- a) **'Appeal process'** means the process applied by the Council for dealing with appeals submitted by Market Traders against decisions taken by the Council's Market Management Team.
- b) **'Council'** means Babergh District Council.
- c) **'Equipment'** means portable rails and stands, generators, bins and other receptacles.

- d) **'Exceptional circumstances'** means circumstances that could not be reasonably foreseen and for which there was insufficient time to take the necessary action to resolve the situation arising from those circumstances.
- e) **'Goods and services'** include provisions, commodities, articles and services permitted by the Council to be brought into the market for the purpose of sale.
- f) **'Market'** means the provision market held in Hadleigh Market Place only.
- g) **'Market day'** means a day on which the Market is authorised by the Council to open for trading as detailed in Regulation 3.1.
- h) **'Market hours'** means the hours of operation as detailed in Regulation 3.1 or subsequently revised by the Council.
- i) **'Markets Manager'** means the authorised officer or agent responsible for the operation of the Market.
- j) **'Markets Supervisor'** means the front-line officer or authorised person responsible for the operation of each Market trading day.
- k) **'Serious misconduct'** means conduct on the part of the Trader or of their staff which the Council considers so unreasonable that it removes or undermines the trust necessarily required for the continuance of the trader's Market Agreement.
- l) **'Site'** means the place allocated by the Markets Management Team to the Trader upon which the Trader is permitted to pitch a stall.
- m) **'Stall'** includes a compartment, standing bench, table, vehicle, place, pitch or space in the market used or intended to be used for the sale of goods or services.
- n) **'Street vending permissions'** means street vending and street café permits which are issued by the Council and/or the relevant Highways Authority for all circumstances where amenities are provided on highways by persons other than the relevant Local Authority. To place tables, chairs or other temporary furniture on the pavement or highway in England and Wales requires a prior written authorisation from the relevant Local Authority. These are required for trading outside of the official Council market. Sometimes Planning Authority and/or Licensing Authority consent will be required.
- o) **'Trader'** means a person or legal entity offering goods or services for sale, granted permission to trade from a stall on the market
- p) **'Byelaws'** are rules made by a local authority for the regulation of its affairs or management of the area it governs.



## **3. General**

### **3.1**

The Market days are: 2 Days per week (Currently Friday and Saturday)

Market days may be varied in exceptional circumstances by the Council, except that markets will not be held on Christmas Day, Boxing Day and New Year's Day. Market hours are 06:00am until 4pm. During this time traders are required to trade from 8.30am.

### **3.2**

Traders will be allocated a pitch for their stall to trade from. The size and position of the pitch will be the sole discretion of the Market Manager, who reserves the right to change the location and size of a pitch in the event of exceptional circumstances or to improve market layout. The decision of the Market Manager in this respect shall be final and is not subject to an appeal. No pitch may be increased in size, or dimensions, without the permission of the Market Manager or Market Supervisor.

### **3.3**

All Traders must sign to say they have read and agree to abide by the Market Authorisations Regulations (Hadleigh). Traders are not permitted to trade in the market unless they do so.

### **3.4**

All Traders are required to provide proof of public liability insurance cover as required to the Market Manager or Market Supervisor by Regulation 6.

### **3.5**

Nothing contained in these conditions is to be taken to relieve or excuse the Trader from any existing legal duty or obligation. Nothing herein shall be deemed to create the relationship of landlord and tenant between the Council and the Trader.

### **3.6**

All Traders shall observe and comply with the regulations, Market Authorisations Agreement and terms of any lease, hire or similar agreement or undertaking.

## **4.**

### **Permission to trade**

4.1.1 Permission will be granted to traders who supply proof of insurances and certification as appropriate to their product lines, installations, and equipment to be used in their business.

4.1.2 Traders will be required to complete an agreement which states their product lines to avoid duplication and safeguard compliance with the aspirations for the market and its offer to visitors and the local community

4.1.3.

Payment in respect of pitch fees will be made in advance

4.1.4

Traders will be required to confirm acceptance of the terms and conditions set out in this document (Babergh District Council Market Authorisations Regulations), as may be revised from time to time

4.1.5

Should a trader wish to transfer their pitch to another person that new person will be required to conform with the requirements set out above

### **4.2 Product lines and product line extensions**

4.2.1

Traders may only sell the product line(s) as set out in their agreement.

4.2.2

The Market Manager or Market Supervisor will allocate product lines to vacant stalls that he/she considers best for the overall offer and viability of the Market. The Market Manager or Market Supervisor may accept product lines which compete with existing traders (for example due to seasonality, events, or other reasonable factors). The Market Manager or Market Supervisor reserve the right to decline any application if he/she considers any trade or line will be over-represented on the market or if in the opinion of the Market Manager or Market Supervisor the stall or product is not of a standard or suitability that reflects aspirations for the Market.

4.2.3

Traders may only extend or change product lines with the prior agreement of the Market Manager or Market Supervisor (which shall not be unreasonably withheld).

4.2.4

The Market Manager or Market Supervisor shall undertake to respond in writing to requests by Traders to change product lines within 28 days of receiving such written request. No new product line extensions shall become effective until a revised agreement has been signed by the Trader and authorised by the Council.

### **4.3 Applications for stalls and new stall allocations**

4.3.1

Markets are primarily a concourse for buyers and sellers, not a forum for promotion of views, petitions, political or similar activities. However, at its discretion, the Council may designate a market pitch as a place for charitable, beneficial, or other good cause (as determined by the Council on a case-by-case basis) to engage or conduct business with the public or local businesses. Where such a pitch is designated that shall be the sole point of that activity within the market, so as to not unduly interfere with traders' business. Where the activity involves charitable fundraising a separate permit or authorisation may be needed from the Council's Licensing Team. Evidence of appropriate public liability insurance for the intended use will also generally be required.

4.3.2

The Market Manager or Market Supervisor will consider all applications for vacant stalls against criteria including (but not limited to):

- the need for the trade stated on the application and for preserving a proper balance of product lines;
- the conduct of the Trader (if applicable), including any failure to comply with these regulations or any legislation, or byelaws relating to the Market;
- evidence of demand from shoppers for the continuation of the trade or product line concerned; and
- The quality, safety and suitability of the product line being offered and its presentation.

#### **4.3.3**

Applications for new stalls or extensions to existing stalls will be subject to an appropriate fee (see Appendix 2).

#### **4.3.4**

All unsuccessful applicants for stalls or product line extensions will be advised in writing (which includes email) with reasons stating why their application has been unsuccessful.

## **5. Payment and fees**

### **5.1 Payment and charging of stall fees**

#### **5.1.1**

Stall fees and other charges are determined by the Council, and will be notified to traders in writing by the Council. Current charges are set out in Appendix 2 below and are set with the intention of full cost-recovery.

#### **5.1.2**

The Council reserves the right to revise the basis of charging. In such circumstances, the Council will consider representations from the Traders.

#### **5.1.3**

Stall fees will normally be reviewed annually, but the Council at its sole discretion may do so at different intervals.

#### **5.1.4**

Traders shall pay prior to commencement of trade, and as directed by the Market Manager or Market Supervisor. Cash payments are not acceptable under any circumstances.

#### **5.1.5**

If a Trader does not pay, they will not be allowed to trade on the market until the outstanding fee is paid, and may be subject to the disciplinary procedures detailed in Regulation 11. The Council shall apply a reasonable additional charge for collecting unpaid stall fees, and such charge shall be payable for each instance of non-payment.

#### **5.1.6**

All Traders must pay their stall fees for their booked spaces irrespective of whether they attend the market. No credit will be given for non-attendance, except where the non-attendance occurs as part of the agreed market credit scheme as set out in paragraph 5.2.1, or in the event of exceptional circumstances which prevent a Trader from attending.

#### **5.1.7**

There shall be no right to appeal in respect of revocation for non-payment of stall fees.



## **5.2 Market absences**

### **5.2.1**

Traders are entitled to absence from the market without risking their ability to trade. In the event that a regular trader wishes to take absence from the market they should notify the market manager of their intended dates in advance with a minimum of two weeks' notice in writing. This is required to allow the Council sufficient time to plan for filling the space vacated by the trader. During the time the trader is absent, the Council may reallocate their pitch(es) to another trader

### **5.2.2**

For all other absences traders must advise the Market Manager or Market Supervisor as soon as is reasonably possible in advance of the trading day and no later than 07:30hrs on the trading day in question. The Council shall provide all Traders with a contact telephone number and email address for them to contact the Market Manager or Market Supervisor for notification purposes. The Council reserves the right to reallocate the pitch for that day to another Trader. No 'like for like' product line will normally be allocated in place of the absent Trader. Failure to attend without formally notifying the Market Manager, other than under exceptional circumstances, and after four non-notified absences will be considered a disciplinary offence.

## **6. Insurance and liability**

### **6.1 Insurance**

#### **6.1.1**

Traders must provide evidence that they hold third party public liability insurance at the minimum level required by the Council, as notified to traders in writing from time to time, by providing copies of their current policy of insurance or National Market Trader Federation (NMTF) membership to the Market Manager (NMTF members are insured for £5 million Third Party (Public) and Products Liability Insurance and £10m Employers Liability Insurance). The minimum requirement set by the Council is currently £5 million.

#### **6.1.2**

Where appropriate, Traders who are responsible for employees must hold Employer's Liability Insurance. Under the Employer's Liability (Compulsory Insurance) Act 1969, all employers are required to have a minimum level of cover of £5 million. It is the responsibility of the Trader to know and understand their legal liabilities under this Act, and in respect of all and any legislation regarding the employment of staff (including but not exclusively, new Pension Regulations).

#### **6.1.3**

Traders not providing evidence of insurance or, if they are members of the NMTF proof of membership (i.e. their membership number), will not be permitted to trade. No refund or reduction of the stall fee will be given in these circumstances.

#### **6.1.4**

Traders must notify the Market Manager or Market Supervisor of any changes in insurance and provide copies on request and on renewal.

### **6.2 Indemnity and cost of damage**

#### **6.2.1**

Traders shall indemnify the Council against all demands, claims, losses, costs and expenses made against or incurred by the Council (including all direct, indirect and consequential loss in relation to but not limited to personal injury, property damage and/or loss or damage to third parties), or damage suffered by the Council caused by or arising from the negligence of the Trader in connection with the market or arising under or in connection with any facilities provided to the trader under their authorisation.

#### **6.2.2**

The Council reserves the right to charge any trader the full cost of repair or renewal to any Council property related to the Market where, in the reasonable opinion of the Council, the Trader or anyone working with the Trader caused the damage.

## 7. Conduct

### 7.1

Traders are responsible for their own conduct and that of anyone working on or in connection with their stall at all times, while they are on the Market.

### 7.2

A breach of these regulations/terms and conditions by anyone working on or in connection, with a Trader's stall will be deemed to be a breach by the trader.

### 7.3

Traders are responsible for complying with all legislation and regulations that apply to the individuals they employ or engage.

### 7.4

Traders and those working with them **must not**:

- **7.4.1** – use abusive or foul language or intimidating behaviour to anyone present at the Market;
- **7.4.2** – be abusive to, or un-co-operative with, any authorised officer of the Council or their nominated agent or representative;
- **7.4.3** – discriminate against anyone on the grounds of age, gender, race, nationality, ethnic origin, sex or sexual orientation, disability, gender-reassignment, religion or belief;
- **7.4.4** – use or permit the use of illegal substances at all or alcohol within the footprint of any stall on the Market. Where sale or supply of alcohol is authorised under the Licensing Act 2003 the terms and conditions of that authorisation, and applicable legislation, will apply;
- **7.4.5** – smoke (which shall include the use of a Vaporiser but not include the use of a medicinal inhaler for a recognised medical condition such as Asthma) within the footprint of any stall on the Market;
- **7.4.6** – hawk or carry goods about for sale, except where they have express written permission from the Market Manager to do so;
- **7.4.7** – sell live animals on the Market;
- **7.4.8** – cause or encourage anything that is considered by the Market Manager or Market Supervisor to be a nuisance, impediment or annoyance to the public or other Traders or occupiers of property in the vicinity of the Market;
- **7.4.9** – make any noise or play music that is considered by the Market Manager or Market Supervisor to be a nuisance or inconvenience to other traders, customers, or occupiers of property in the vicinity of the Market;
- **7.4.10** – cook on their stall except where this is part of the product line authorised in their consent to trade.

### 7.5

Traders' pets (other than assistance dogs) are not permitted on the stall without the prior written agreement of the Market Manager or Market Supervisor.

### 7.6

Payments to Council staff (other than stall fees) or the giving of goods to Council staff by Traders is not permitted under any circumstances. Acceptance of such payment or goods by Council staff may be considered misconduct and may render them liable to appropriate disciplinary action. Any Trader found offering such goods or payment will normally be given written notice by the Council of immediate suspension from the Market and termination of their permission will follow.

In such circumstances, the Trader will have the right to appeal such notice, but will not be allowed to trade whilst suspended.

The Council reserves the right to notify the appropriate authorities if it believes that any Trader has acted in a fraudulent or dishonest manner.

## **8 Market Operation**

### **8.1 Hours of operation and attendance**

#### **8.1.1**

Traders must not come onto the market before 06:00 and must vacate the market by no later than 18:00. Traders will remove from the market and access areas any vehicle (other than those authorised to be used for display purposes as part of their pitch), by no later than 09:00 on any market day and no vehicle shall be brought back onto the market or access areas before 16:00 on any market day unless by consent of the Market Manager or Market Supervisor. Any vehicle remaining on the Market area during the above hours shall not be moved unless ordered to be removed by a police officer or the Market Manager or Market Supervisor.

#### **8.1.2**

All Traders must ensure that their stall is suitably staffed and supervised throughout the Market hours of operation and is open for trade.

#### **8.1.3**

It is the responsibility of traders to notify the Market Manager or Market Supervisor of any delay in attending the Market (for example, because of illness, vehicle breakdown or other reasonable cause beyond the Trader's control). In the absence of doing so, Traders who fail to attend their stall by 08:00 am may not be permitted to trade on that Market day. No refund of stall fees will be paid in these circumstances. The Council may reallocate the stall to another Trader in such circumstances.

#### **8.1.4**

With the exception of reasonable or agreed cause for non-attendance, as stipulated in Regulation 5.1.6, a Trader must attend all Markets they have booked -to attend.

### **8.2 Closure and layout of the market**

#### **8.2.1**

The Market Manager shall at their absolute discretion have the right to close the Market if they consider this to be necessary on the grounds of public safety, prevention of public nuisance or prevention of crime and disorder. Furthermore, the Market Manager or Market Supervisor may close or alter the layout of the Market or close and stop the sale of goods from any pitch at any time, without being liable for any loss sustained by the Trader, directly or indirectly, if the Market Manager considers it to be in the interest of the Market or the public to do so. Examples of necessary Market closure may also include one-off or periodic public or community events or activities affecting the Hadleigh town centre, whether for the duration of a Market day or a transitional period.

### **8.3 Works or activities affecting the market**

Whenever possible, Traders will be given prior notice of maintenance and other work or activities on and around the Market which could affect their trading activities. The Council will not be liable for any direct or consequential loss arising from such work or activities affecting the market trading.

## 9. Health and Safety

### 9.1 General health and safety

#### 9.1.1

All Traders must comply with all requirements of the Health and Safety at Work etc. Act 1974 and with directions issued from time to time by the Council with a view to maintaining or improving the health and safety environment within the perimeter of the stall and in the Market in general.

### 9.2 Vehicle movements

#### 9.2.1

Traders are responsible for health and safety in respect of vehicular movement. Traders must ensure that any vehicle they bring on to the Market is taxed and insured for business use, and has the prior written consent of the Council to park within the site (if required as part of trading arrangements).

#### 9.2.2

Traders must drive carefully in the market and with regard to pedestrians and ensure that they observe a maximum vehicle speed of five miles per hour when on or in the vicinity of the markets and that vehicles display hazard warning lights. When reversing a vehicle Traders should enlist the help of another competent person to help direct the vehicle and protect pedestrians.

### 9.3 Obstruction loading/unloading

#### 9.3.1

When loading/unloading their vehicles, all Traders shall cause as little obstruction and inconvenience as possible to the public, other Traders or the Council's employees and contractors.

#### 9.3.2

In particular, Traders must comply with such requirements to ensure emergency access as the Market Manager deems necessary, including a standing requirement to park vehicles so as not to compromise access.

### 9.4 Risk assessment

#### 9.4.1

All trade stands are required to submit a suitable and sufficient risk assessment (templates are available from the Market Supervisor) which should include the set-up, operation and breakdown of their site. The Market Manager or Market Supervisor reserves the right to refuse trading if the risk assessment is not submitted or if in the opinion of the Market Manager or Market Supervisor the risk assessment is not suitable and sufficient for purpose. Risk assessment templates and advice in completing them will be made available, but it remains the responsibility of the Trader to ensure that they are completed when and where necessary.

### 9.5 Fire

#### 9.5.1

Traders and their stall holders/exhibitors must provide fire extinguisher(s) suitable for the activities that they are undertaking (also see LPG). If electrical equipment is on the stand then a CO<sup>2</sup> extinguisher should be available. Fire extinguishers must be located within the stand be easily accessible and maintained in accordance with fire safety regulations.

#### 9.5.2

The fire extinguisher must display an inspection label to show it has been inspected within the last 12 months.

#### 9.5.3

Traders must provide a suitable and sufficient fire safety risk assessment for their stand and ensure that their staff/volunteers are aware of what to do in the event of a fire, as outlined in the emergency evacuation procedure.



#### **9.5.4**

The Trader shall avoid any action which would contribute to a fire risk, including overloading electrical supplies and inappropriate storage of combustible materials. It is often beneficial to use a Residual Current Device (RCD) between the electrical supply and electrical equipment.

### **9.6 Liquid Petroleum Gas (LPG)**

#### **9.6.1**

All Traders using liquid petroleum gas (LPG) must conform to the UKLPG Code of Practice 24 and have the current annual Gas Safety Inspection certificate on site.

#### **9.6.2**

All Traders using LPG must provide a suitable, serviceable fire extinguisher which must be located near to the appliance (also see section 9.5 'Fire').

#### **9.6.3**

Suitable hazard signage must be displayed so as to comply with the Health and Safety (Safety Signs and Signals) Regulations 1996.

### **9.7 Electricity**

#### **9.7.1**

The electricity supply is only to be used for appropriate lighting, scales and tills and other uses which are reasonable, in the opinion of the Markets Manager or Markets Supervisor. The Trader must pay upon demand the costs of electricity, water consumed, general rates and sewerage charges incurred in the operation of the Market (or proportional share thereof as advised and demanded in writing by the Market Manager or Market Supervisor).

#### **9.7.2**

Traders may only use electrical equipment that is in good condition, weatherproof and suitable for outside use. All electrical equipment must have a valid up to date Portable Appliance Test (PAT) certificate which must be immediately produced to the Market Manager or Market Supervisor upon request.

#### **9.7.3**

Traders are responsible for ensuring the electrical equipment used is inspected as laid down below.

A) By a competent person, which may be the stallholder<sup>2</sup>

- before use inspection – no written record required;
- Six-month equipment formal inspection – as laid out in the Code of Practice for in-service Inspection and Testing of Electrical Equipment (4<sup>th</sup> Edition), written record required.

B) By a qualified PAT technician:

- 12-month formal inspection and test – as laid out in the Code of Practice for In-service Inspection and Testing of Electrical Equipment (4<sup>th</sup> Edition), written record required.

#### **9.7.4**

Connections to the electricity supply must be made by a suitably competent person (using robust, moisture and tamper proof connections which are suitable for outside use). Suitable and sufficient earth-leakage protection must be installed and maintained as part of the fixed wiring installation. It is often beneficial to use a Residual Current Device (RCD) between the electrical supply and electrical equipment.

#### **9.7.5**

Traders are required to provide cable mats (at their own expense), to ensure that trailing cables do not present trip hazards or any other hazard and are suitably protected.

#### **9.7.6**

Where safe and practical to do so and without interfering with other Traders' ability to trade, Traders must allow other Traders to plug in to the power supply cables used by their stalls.

#### **9.7.7**

Under no circumstances is electricity to be used for heating purposes.

### **9.8 Generators**

#### **9.8.1**

Silent running diesel generators only will be permitted on the Market, with the prior written agreement and subject to such conditions as the Market Manager may require.

#### **9.8.2**

Generators must be located so as not to be accessible to members of the public or other unauthorised persons.

#### **9.8.3**

No refuelling or storage of fuel is allowed on the markets.

#### **9.8.4**

If the Market Manager or Market Supervisor considers that a generator is too noisy, or is otherwise unsuitable, they may require that the generator be switched off immediately.

### **9.9 Temporary structures (stalls)**

#### **9.9.1**

Any temporary structure erected as part of the Market must be suitable for the purpose intended, of good condition and erected and inspected by competent persons.

#### **9.9.2**

Stalls will need to be suitably secured to prevent the risk of overturn or collapse, and any fabric will need to be fire protected and meet the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

### **9.10 Stalls**

#### **9.10.1**

Traders must not place or cause any goods to be placed on any stall or space such that they encroach or extend beyond the boundaries of the stall unless they have the permission of the Market Manager or Market Supervisor. Consideration must be given at all times to ease of access for all users of the market and fixed premises businesses in the vicinity. Any trader breaching this regulation will be liable to suspension from the Market.

#### **9.10.2**

Traders may only use A-boards if the boards are wholly contained within the boundary of the stall and subject to any requirements of the Market Manager or Market Supervisor.

#### **9.10.3**

Traders must not leave any goods, articles, or equipment on the market outside Market hours without the prior written consent of the Market Manager or Market Supervisor. Any Trader's property left on the Market outside Market hours is at the individual Trader's own risk.

### **9.11 Identity**

#### **9.11.1**

Traders must be able to provide proof of identity, address and insurance on request. All Traders selling prepared food will be required to display a notice showing the rating awarded to them under the Food Standards Agency national food hygiene rating scheme.

### **9.11.2**

The Council has a statutory responsibility under the National Fraud Initiative to provide detailed information about the Traders in the Markets. All Traders must therefore register their current permanent address, date of birth, National Insurance number and contact telephone number with the Market Manager or Market Supervisor, who must be notified of any changes. Two forms of documentary proof of identity and address must be supplied. Traders are required to update the Market Manager or Market Supervisor of changes in their details as they occur.

Traders who fail to provide this information will not be permitted to attend the Market until this is rectified.

## **9.12 Litter and waste**

### **9.12.1**

Traders have a legal duty of care to maintain the health and safety of their employees, other Traders and members of the public using the Market. It is also the sole responsibility of Traders to ensure the safe management of waste in and around their stall, which if not handled properly can cause surfaces to become hazardous for slips, trips, and falls.

It is solely the Trader's responsibility to remove all waste for disposal by themselves at their own expense.

Traders are required to comply with any cleansing standards directed by the Council. This will include the stallholder being responsible for the costs of carrying out a high-pressure water clean of the surface of the site at such intervals as deemed necessary by, and to the satisfaction of, the Council. Occasional jetting of foul water drainage systems will be the responsibility of the Council, as deemed necessary, and not traders.

### **9.12.2**

Traders must ensure that their stall and any adjoining passages, whether used by them or in conjunction with other traders, are properly swept from time to time and shall ensure that litter is not allowed to accumulate.

### **9.12.3**

At the end of the Market day, and at regular intervals throughout it, Traders must ensure their stall and surrounding area is cleaned and clear of all refuse and waste (including deposits/spillages on the surface), and the surfaces around their pitch left safe and without hazard to others.

### **9.12.4**

Traders must not put their trade waste in public litter bins

### **9.12.5**

Traders providing containers for food or drink consumption on the market place shall make such additional arrangements for litter as the Market Manager or Market Supervisor shall deem necessary.

### **9.12.6**

Traders must comply with any new initiatives introduced to improve the recycling of trade waste on the Market as advised in writing by the Market Manager or Market Supervisor from time to time.

## **9.13 Food stalls**

### **9.13.1**

All Traders operating food stalls shall comply with any legislation relating to their business including (but not limited to) the provisions of the Food Safety and Hygiene (England) Regulations 2013 (or its equivalent) and with Regulation 12. Traders must also display their food hygiene rating on the stall.

### 9.14 Amplified music

Amplified music and/or use of an amplified microphone will only be permitted with the written agreement of the Market Manager or Market Supervisor and may be subject to conditions of use and/or any separate licensing requirements or authorisation.

## 10. Enforcement of regulations

### 10.1 Contravention of the authorisation

Any Trader who contravenes these regulations or any byelaw relating to the Market may have their permission to trade suspended or terminated by the Council. Ignorance of these regulations and any applicable byelaws will not be accepted as a defence.

If a Trader does not comply with a suspension, then the Council reserves the right to terminate the agreement.

With the exception of those contraventions which are expressly identified as carrying immediate suspension or termination, the Council will normally apply the following process in addressing contraventions:

- a) A first offence by a Trader or any member of their staff – a written notice of breach from the Market Manager or Market Supervisor. Traders will be reminded of their obligations and no further action taken (subject to any remedial recommendations);
- b) a repeat of the same offence by a Trader or any other member of their staff – a written notice from the Market Manager or Market Supervisor giving notice of suspension;
- c) In the event that the Trader decides to appeal suspension, the Trader will be allowed to continue to trade whilst the appeal is heard if permitted by the Market Manager or Market Supervisor.

A Trader may appeal in writing against a decision to terminate or suspend their permission to trade to the Council's Assistant Director of Investment and Commercial Delivery.

### 10.2 Disciplinary Code of Practice

#### 10.2.1

Having regard to Regulation 11.1 which stipulates the process for addressing contraventions, Traders will normally be liable to suspension as set out below.

- a) If they do not dispose of and/or remove trade waste in accordance with Regulation 9.12 they will be liable to the following sanctions/penalties:
  - cleaning of stall (Regulation 9.12.2) – suspension from the Market **for up to four Market days**;
  - use of Market facilities for the disposal of waste not generated in the Market (Regulation 9.12.4) – suspension from the Market **for up to eight Market days**;
  - failure to dispose of waste in the container designated by the Market Management Team (Regulations 9.12.4/5) – suspension from the Market **for up to four Market days**;
  - failure to properly flatten cardboard waste and/or dispose of it in the container designated by the Market Management Team (Regulation 9.12.6) – suspension from the Market **for up to two Market days**;

- Disposal of trade waste in public litter bins (Regulation 9.12.7) – suspension from the market **for up to two Market Days and repeat offenders may be subject to prosecution.**

In addition, the Council will normally charge the Trader the full cost (see Appendix 2) and any reasonable administrative costs arising from the removal and disposal of the waste as required arising out of the breach of Regulation 9 – the Market Manager or Market Supervisor will advise current costs.

- b) Unauthorised movement of vehicle on the Market or failure to remove vehicle from the Market (Regulation 9.2.1) – suspension from the Market **for up to four Market days.**
- c) Exceeding the allocated stall space (Regulation 3.2) – suspension from the Market **for up to four Market Days.**
- d) Changing or extending product line(s) (Regulation 4.2.1) without prior approval – suspension from the Market **for up to four Market days.**
- e) Failure to notify the Markets Manager or Markets Supervisor of absence (Regulation 5.2.3) – suspension from the Market **for up to four Market days.**

### 10.2.2

Traders will be liable to immediate suspension and/or termination for breaches of the regulations arising out of their conduct by the Market Manager which is considered by the Council to be gross misconduct. If an authorisation is terminated, the trader shall not be entitled to compensation from the Council. The circumstances of each case on its merits will be considered by the Assistant Director of Investment and Commercial Delivery.

Examples of gross misconduct which will normally justify termination of a licence are outlined below.

- Repeated instances of misconduct or non-compliance, further to written warnings being given
- Dishonesty including theft, fraud or misrepresentation (including attempted)-
- Attending a stall on the Market whilst under the influence of alcohol or illegal substances.
- Assaulting a member of the public, Council staff, another trader or other person-
- Verbal abuse, the use of foul or abusive language, racist or offensive language, harassment, intimidation, discrimination or bullying towards a member of the public, Council officers, other Trader(s) or other person(s).
- Interfering in any way with the business of another Trader without their prior consent.
- In the reasonable opinion of the Market Manager or Market Supervisor, the Trader brings the market or Council into disrepute.
- Failure to comply with the requirements of consumer protection legislation.
- Failure to comply with the requirements of food hygiene regulations.
- The Trader has been convicted of selling counterfeit products or has received a formal caution, formal warning or such other similar measure from the Trading Standards Service or any other enforcement agency in any place.
- The Trader has persistently failed to make payment of the pitch or authorisation fee, within the time limit set.
- The Trader has failed to comply with the health and safety legislation affecting the market sites or any health and safety requirements notified to the trader by the Council.

- The Trader consistently fails to honour a direct debit for the payment of stall fees.
- The Trader fails to attend the Market they are booked to attend for 10 weeks or more during a calendar year.
- The Trader persistently infringes the Market Regulations.

If a Trader's permission to trade is suspended rather than terminated and there is no prescribed penalty, the Assistant Director of Planning for Growth will decide the length of suspension, on the merits of each case.

### **10.2.3**

Contravention of the regulations which the Market Manager or Market Supervisor considers not serious enough to warrant suspension will be dealt with by a formal written warning. Following the issue of such warning a Trader who commits a subsequent breach shall be suspended from trading as specified by the Regulation (11.1) or for a period of **up to four Market days**, if this Regulation does not cover the contravention.

## **10.3 Appeals procedure**

### **10.3.1**

A Trader who has been suspended from the Market or whose, or has been refused permission to trade, may appeal in writing to the Assistant Director within five working days from, but not including, the day the Trader is notified of the decision against which they wish to appeal.

### **10.3.2**

The Trader is entitled to request a personal hearing to make representations to explain why the decision against which they wish to appeal should be overturned. Such request must be made at the time of submitting the written appeal.

### **10.3.3**

The Assistant Director will conduct the hearing of the appeal in person within 28 days of receipt of the written appeal.

### **10.3.4**

In considering any appeal the Assistant Director will have regard to any relevant documentation and may call to give evidence such person, including the Trader in question, as he/she considers appropriate.

### **10.3.5**

Traders attending an appeal will be entitled to bring with them a friend or colleague or, if they are a member of the National Market Traders Federation, a local representative of the NMTF who can speak on their behalf.

### **10.3.6**

The written decision of the Assistant Director will be sent to the Trader within 14 days of the hearing to the registered address of the Trader, and will include an explanation of the reasons for the decision. There shall be no further appeal from the decision of the Assistant Director. Where considered appropriate the Council may share reasons for suspension or revocation with other traders so as to serve as a deterrent or further the aspirations for the Market.



## 11. Food stalls

### The following should be read in accordance with Regulation 9.13

#### 11.1

A suitable and sufficient first aid box must be provided by the trader and kept on the stall for any cuts and abrasions which must be covered by a blue waterproof dressing.

#### 11.2

All food must be kept at least 18 inches above the ground and protected always from the risk of contamination.

#### 11.3

Open or unwrapped food, other than fruit and vegetables, must only be sold from stalls or vehicles which are approved by the Council for this purpose.

#### 11.4

Traders selling pre-cooked food including (but not limited to) pies, cakes, pastries, cooked meat, poultry, dairy products (including cheeses), must be covered and must provide adequate refrigeration where applicable. Such produce must only be sold from stalls or vehicles which are approved by the Council for this purpose. Fish must be displayed with an adequate ice or ice water covering to ensure sufficient refrigeration. The Trader should seek advice from the Council's Food & Safety Team where appropriate.

#### 11.5

Waste water from sinks, wash hand basins etc. must be discharged in street drains as directed by the Market Manager or Market Supervisor.

#### 11.6

Stall holders must not smoke behind or in the vicinity of the sales counters.

#### 11.7

Food handlers must wear suitable, clean and where appropriate protective clothing and shall maintain a high degree of personal cleanliness.

#### 11.8

No un-bagged refuse, waste or unfit food is to be allowed to accumulate on or about the stall. It must be bagged securely on a regular basis throughout the day.

#### 11.9

Traders must have hand washing facilities with hot and cold water available on the stall, if they are handling high risk foods. See Appendix 1 for information about high risk foods.

#### 11.10

Traders running a high risk food business must have available for inspection at the stall the appropriate handling documentation and guidance.

#### 11.11

All stallholders must have a national hygiene rating of at least '3' or higher. Allocation preference for stalls may be influenced by food hygiene rating.

#### 11.12

All sales of alcoholic products (as defined by the Licensing Act 2003) must be authorised by a relevant authorisation under the Licensing Act 2003 – also available from Babergh District Council as the Licensing Authority.

## 12. Complaints

### 12.1

Any Traders with a problem or complaint with regard to management of the market must first contact the Assistant Director at the address below. The matter will be dealt with under the Council's complaints procedure.

Assistant Director Planning for Growth  
Babergh District Council  
Endeavour House  
8 Russell Road  
Ipswich  
IP1 2BX

If the Trader is still not satisfied he or she may refer the matter to the Local Government Ombudsman (LGO).

**The LGO can be contacted at:**

Web: [www.lgo.org.uk](http://www.lgo.org.uk)

# Appendix 1

## Food hygiene

Some foods are classified as 'high risk' foods because they support the growth of bacteria and tend to be moist and high in protein. If bacteria are allowed to multiply in this food they will not be killed before the food is eaten. Foods containing salt, sugar or acid (for example, vinegar) discourage the growth of bacteria.

Please note that the following guidance is **not** exhaustive. It is the responsibility of the trader to be fully aware of **all** risks associated with the storage, preparation and cooking of food and to take all reasonable steps to minimise these risks. The trader should seek advice from the Council's Food & Safety Team where appropriate.

## Cooked meat and poultry

Cooked meat and products with cooked meat in them such as gravy, soup and stocks, are particularly rich in nutrients. Bacteria thrive on these nutrients and especially in warm conditions, even a small number of bacteria will multiply to become millions in a short time.

## Dairy products and eggs

Products such as mayonnaise, custard and cream represent an elevated risk of food poisoning. This can happen because they have been kept in warm conditions. Once you have opened the mayonnaise jar you **must** keep it in the fridge. Some cheeses are also considered to be high risk.

## Shellfish

Shellfish may eat food that is contaminated and may also pick up bacteria and viruses from polluted water. Make sure you buy your shellfish – prawns, mussels, oysters, crabs, lobsters and so on – from a reputable source or supplier. There is more risk from eating raw shellfish such as oysters.

## Cooked rice

Bacterial spores can be found in dry rice and then the spores become active again when water is added during the cooking process. Some of these bacterial spores can survive the cooking temperature of boiling water. Cooked rice should be eaten immediately or refrigerated; otherwise the bacteria will multiply and produce a toxin which may survive even if the rice is reheated before being eaten.

## Appendix 2

### Charges

Fees for removal and disposal of waste, utilities and cleansing are variable and will be advised and demanded by the Market Manager or Market Supervisor

#### Traders):

£15.00 per pitch Standard (Approx 3m X 3m)

£20 per pitch Large

£1.50 + Electricity

#### Incentive Scheme

Pay 7 weeks in one block:

£10 per pitch Standard

£15 per pitch large

#### Saturday:

Whole market place for a day rate of 50% of received pitch fees the named organisers are responsible for ensuring insurances, permissions and licences are in place as per regulatory document.