

Market Rules and Regulations

1.0 Principles

The Principles governing Forest Heath's Markets are as follows and provide the basis for the operation of the Markets:-

- 1.1 Forest Heath Markets aim to be vibrant and successful.
- 1.2 The Council stall holders and customers are all stakeholders in the Forest Heath Markets.
- 1.3 All stakeholders share responsibility for ensuring:
 - (a) A vibrant and successful Market
 - (b) A safe Market which meets all Health and Safety requirements
 - (c) A regular Market operating regular hours
 - (d) A well publicised and attractive Market
 - (e) An efficient and well run Market
- 1.4 Forest Heath Markets are customer lead.

2.0 Interpretation

- (a) 'The Council' means the Forest Heath District Council of District Offices, College Heath Road, Mildenhall, Suffolk IP28 7EY.
- (b) 'The Market' means the respective Markets held in:
 - (i) The Rookery, Newmarket, Suffolk
 - (ii) Market Place, Mildenhall, Suffolk
 - (iii) Market Hill, Brandon, Suffolk
- (c) 'The Market Superintendent' means the Council's Superintendent of Markets and his duly authorised representative duly appointed in respect of each of the Council's Markets.
- (d) 'Goods' includes provisions, commodities and articles brought into the Market for the purpose of sale.
- (e) 'Permanent Trader' means any stallholder permitted by the Market Superintendent to pitch a stall in the Market pursuant to a written permanent licence agreement between the stallholder and the Council. No person will be granted a permanent licence agreement until he has attended the market as a Casual Trader for 13 weeks.
- (f) 'Casual Trader' means any person who is permitted by the Market Superintendent to pitch a stall in the market as a result of being allocated a pitch pursuant to the provisions of Regulation 5 and Schedule 1 hereof.
- (g) 'Trader' means a Permanent Trader or a Casual Trader.

- (h) 'Licensed Area' means the place allocated in the Market by the Market Superintendent to pitch a stall in the Market.
- (i) 'Stall' includes a compartment, standing bench, table, vehicle, place, pitch or space in the Market and used or intended to be used for the sale of goods.
- (j) 'The Council's Officer' – means its Strategic Director (Resources) or such other person as it shall appoint as the officer responsible for the operation of the Market.
- (k) Words referring to the masculine, feminine or neuter genders and any body of persons corporate or incorporate shall be deemed and taken to include all or any of the masculine, feminine and neuter genders and any body or persons corporate or incorporate and the singular shall include the plural and the plural the singular unless the contrary as to gender or number is expressly provided or unless the same is inconsistent with the context.

3.0 Market Rules and Regulations

3.1 These Market Rules and Regulations govern the use of the Market by Traders.

3.2 Any Trader who contravenes any of these Market Rules and Regulations or any of the Market Byelaws may be refused permission to pitch a stall in the Market.

4.0 General Conditions

4.1 Market days shall be:
Newmarket - Tuesdays and Saturdays
Mildenhall - Fridays
Brandon - Thursdays and Saturdays

Except that any of the Market days may be varied by the Council to take account of Public Holidays and shall not be held on Christmas Day, Boxing Day or New Year's Day.

4.2 Market hours

4.2.1 The trading hours during which the Market will be open for trading shall be:
Newmarket - 9.00 a.m. to 3.00 p.m.
Mildenhall - 9.00 a.m. to 3.00 p.m.
Brandon - 9.00 a.m. to 12.30pm
except as may be varied by the Market Superintendent.

4.2.2 The setting up hours during which stalls may be erected or dismantled shall be:
Newmarket - 5.30 a.m. to 9.00 a.m.
3.00 p.m. to 4.30 p.m.
Mildenhall - 5.30 a.m. to 9.00 a.m.
3.00 p.m. to 5.00 p.m.
Brandon - 6.00 a.m. to 9.00 a.m.
12.30p.m to 2.30p.m
or as specified in the Licence for the stall.

4.2.3 The hours during which vehicles can be brought onto the market for loading/unloading are the same as the setting up hours. No vehicle can be brought onto the market during trading hours except where adapted for use as a market stall as specified in the licence for the stall or when the Market Superintendent exercises his discretion to vary the Market hours in the case of special reasons such as bad weather.

4.3 All stalls will be available for trading during trading hours and no stall shall be wholly or partly packed up before the end of this time unless in any specific case prior permission has been given either by the Market Superintendent or within the Traders or Casual Traders Licence.

4.4 The following requirements apply to vehicles:

4.4.1 Vehicles must be removed from the Market Place as soon as they have been loaded or unloaded.

4.4.2 Vehicles must be driven at no more than 10 miles per hour and may not be parked on a pavement or footway or so as to cause obstruction, inconvenience or nuisance to the public, other traders or other owners and occupiers of adjoining properties.

4.5 The allocation of a particular area for trading shall be in accordance with the terms of the Licence in the case of a Permanent Trader or at the discretion of the Market Superintendent in the case of a Casual Trader. No Trader shall occupy any area or deposit or cause to be deposited any goods, equipment or utensils on any area or stall erected thereon until such an area has been duly allocated by the Council for the use of such a trader. No Trader shall be permitted by himself, his agent or nominee to place, erect or use more than the area licensed to him in the Market except with the consent of the Market Superintendent.

4.6 The tolls and charges due from a Trader shall be payable on demand in accordance with the licence agreement entered into between the Council and the Permanent Trader or Casual Trader.

4.7 The Council's tolls and charges for the use of an area do not include provision for the fixing in position, removing and storing of the stalls by the Council. These tasks shall be undertaken by the Traders at their own expense.

4.8 Every Trader in the Market shall:

(a) Ensure that all refuse is removed either directly or indirectly resulting from his trading (whether such refuse is generated by a stall or from loading or unloading of goods);
or

(b) Pay the required fee for refuse collection specified in his Licence.

(c) Cause his licensed area to be properly cleansed when leaving at the close of the market and as often as necessary during the market hours.

Without prejudice to any liability that there may be under the Environmental Protection Act 1990 or Market Byelaws, if a Trader fails to comply with this Regulation the Council may

remove the refuse and cleanse the area before mentioned and the Trader shall be liable to pay the Council's costs thereby incurred.

4.9 A Trader shall at all times conduct his business in a proper and business-like manner and in particular (but without prejudice to the generality of the foregoing words) he shall conduct his business:

- (a) Without causing any obstructions within the Market area
- (b) Without interfering in any way with the business of any other Trader or Casual Trader
- (c) Without causing dangers to other Traders, Casual Traders, patrons of the Market or members of the public generally
- (d) In compliance with all statutory requirements, including the Byelaws relating to the Market
- (e) Without hawking or carrying about any article for sale or calling or making any noise by means of any instrument or otherwise seeking to attract attention or custom to any stall save that a Trader may reasonably call to announce his wares without causing a nuisance to other traders

4.10 The Trader will comply with the following:

- a) Not to impede or interfere with the Council's rights of possession and control of the Market
- (b) Not to do or permit to be done anything which in the opinion of the Council may be of nuisance or annoyance to any member of the public resorting to the Market or which may be detrimental to the efficient operation of the Market
- (c) Not to place a stall or to store or display any goods or other articles outside the limits of the Licensed Area
- (d) To keep the Licensed Area and the area immediately around it clean and free from litter
- (e) Not damage or deface any part of the Market

4.11 To retain his Licensed Area under a Permanent Licence

- (a) A Permanent Trader must pay the licence fee due under his licence for every Market Day throughout the term of the licence, regardless of whether or not he is in attendance. (Regulations 4.12 and 4.13 below give powers of forfeiture in the case of absence without notification)
- (b) A Permanent Trader who has complied with 4.11(a) above will be entitled to benefit from up to four market days per year, when he will be permitted to be absent from the market upon prior notification to the Market Superintendent ("free day"). One free day will be permitted for each 13 weeks of consecutive attendance and payment of licence fee

(c) A period of 13 consecutive weeks attendance as a Casual Trader will be accepted as the first 13 weeks during which an entitlement to a free day will accrue

4.12 Any Permanent Trader who is absent for three consecutive Markets, without the Market Superintendent receiving notification under Regulation 4.11 above, shall at the Market Superintendent's absolute discretion forfeit his Licence and the pitch will be re-allocated.

4.13 Any Permanent Trader who is absent for an aggregate of 10 or more absences from a pitch in any twelve month period without the Market Superintendent receiving notification under Regulation 4.11 will result in the forfeiture of his Licence.

4.14 Subject to the provision of Schedule 2, a Permanent Trader shall not transfer, sublet, share or part with the use of the area licensed to him to any person, firm, company or body of persons or permit any other person to be associated with the Permanent Trader in connection with the pitch, except bona fide employees of the Permanent Trader concerned.

4.15 A Trader must confine his goods and equipment to the area licensed to him and shall not project beyond it. All the Trader's goods, wares, empty crates, and refuse must be stored within the area licensed to the Trader.

4.16 A Trader shall be required to attend personally at the Market provided that with the prior written consent of the Council (which said consent may be granted or refused in the absolute discretion of the Council) a named representative of the Trader, who is either a member of the Trader's family or a bona fide employee of the Trader, may attend at the relevant Market in the absence of the Trader.

4.17 No Trader or his representative under Regulation 4.16 above shall, except by way of sale, distribute or attempt to distribute to the public, in any of the Markets, any leaflet, pamphlet, booklet or other literature or written or printed matter whatsoever. The Council may waive this restriction in exceptional circumstances. Any waiver must be in writing, and will be limited to the Trader or his representative as mentioned in the waiver.

4.18 Traders shall sell or offer for sale only those goods for which they are licensed by the Council.

4.19 Traders shall comply with all relevant Consumer Protection legislation in respect of the goods and services offered by them at the Market.

4.20 All accidents, disputes, thefts or disorderly conduct shall be reported to the Market Superintendent by the Traders as soon as practicable, and the Market Superintendent may take any action he considers appropriate.

4.21 The Market Superintendent may at any time in his absolute discretion alter the layout of the Market. The Market Superintendent may also close the Market in the case of danger or emergency. The decision of the Market Superintendent as to what constitutes danger or emergency shall be final. In the event of such action the Council shall not be liable for any loss sustained by the Trader directly or indirectly.

4.22 In the case of danger or emergency the Market Superintendent may stop the sale of goods by the Trader at any time, and in the event of such action being taken neither the Market Superintendent nor the Council shall be liable for any loss sustained by the Trader. The decision of the Market Superintendent as to what constitutes danger or emergency shall be final.

4.23 Each Trader must produce to the Market Superintendent on request evidence of a valid insurance policy and receipt for the current premium, for public liability for claims up to £5,000,000. Alternatively a current Certificate of National Market Trader's Federation (N.M.T.F.) Membership is acceptable. The original N.M.T.F. Certificate must be produced on request. Failure to produce the necessary documents will render the Trader concerned subject to immediate expulsion from the Market, and the Trader will not be permitted to return to the Market until the necessary documents are produced to the Market Superintendent and shown to be valid.

4.24 All licences are granted on the express understanding that if a Trader contravenes any of these Market Rules and Regulations or any of the Market Byelaws the Council shall be entitled to revoke the Trader's Licence forthwith. If the Licence is revoked the trader will be refused permission to pitch a stall in the Market, and may be immediately expelled from the Market, and will have no rights to compensation.

4.25 Nothing contained in these Market Rules and Regulations is to be taken to relieve or excuse the Trader from any duty, responsibility, obligation or requirement under the Laws of England for the time being in force. Nothing herein shall be deemed to create the relationship of landlord and tenant between the Council and the Trader.

4.26 Any Trader wishing to give up his Licence shall notify the Market Superintendent by giving 28 days notice in writing by endorsement on the form of Licence, which shall be handed to The Market Superintendent.

4.27 The Council disclaims all liability for accidents caused by, or arising from the disrepair, condition or construction of any stall not owned by it.

4.28 All stalls shall be maintained in a good state of repair and condition and to the satisfaction of the Market Superintendent.

4.29 Traders shall comply with all directions of the Market Superintendent, which do not conflict with these Market Rules and Regulations or any Market Byelaws.

5.0 Allocation of pitches

5.1 Pitches will be allocated by the Market Superintendent in accordance with the provisions of Regulations 4.5 before.

5.2 Any pitches which are vacant at 9.00 a.m. on a Market day may be allocated by the Market Superintendent in accordance with Schedule 1 hereto ON A Casual Licence.

6.0 Administration and rights of appeal

6.1 A Trader has the Right of Appeal in writing against any decision or action taken under these Market Rules and Regulations or the Market Byelaws to the Council's Officer

or his duly authorised Deputy (as the case may be). In respect of this appeal, the Trader shall be given an opportunity to attend and present his case and/or make written submissions if he so wishes.

6.2 In the case of a termination of a Licence, a Trader who is aggrieved by the decision of the Council's Officer, (or his duly authorised Deputy as the case may be), may further appeal in writing to the Council's Community Services Committee. At this appeal the Trader shall be given an opportunity to appear and present his case and/or make written submissions if he so wishes.

7.0 Changes in market rules and regulations

The Council reserves the right at any time and from time to time to amend, alter, omit from, add to, vary, replace, revoke or extend these Market Rules and Regulations in such manner or to such extent as it shall in its absolute discretion think fit and upon written notice of any such change in these Market Rules and Regulations being given by the Council to each person, firm, company or body to whom a market site has been allocated. The Market Rules and Regulations, as so changed, shall be binding upon such persons, firms, companies and bodies forthwith.

Schedule 1

Allocation of vacant market pitches

1. Casual Traders (hereinafter referred to as 'Casuals') have no right to a pitch. Casuals will only be allocated a pitch if a pitch is vacant at 9.00 a.m. on the Market day. There is no guarantee that a pitch will be available or, if one is vacant, that it will be offered to a Casual.
2. Casuals must report to the Market Superintendent or his authorised representative before 9.00 a.m. on the Market day.
3. The Market Superintendent will operate a written rota of Casuals (hereinafter referred to as 'the Allocation List'). The order on which Casuals are placed on this list can be altered at any time if in the opinion of the Market Superintendent it would be of benefit to the Market. His decision shall be final.
4. Casuals will not be placed next to a Trader selling the same or similar goods. If it can be reasonably accommodated the Market Superintendent will also attempt to ensure that Casuals do not trade opposite to a Trader selling the same or similar goods. This cannot however be guaranteed.
5. Casuals allocated an area in the Market will have to enter into a casual licence with the Council and will be subject to all Market Rules and Regulations and the Market Byelaws as laid down by the Council. Copies of the said Market Rules and Regulations and the Market Byelaws will be given to each Casual before they are allocated a pitch.
6. Casuals will only be allocated an area on the Market day in question. They will pay to the Council a standard fee for the use and occupation of the allocated area. This standard fee will be notified to them beforehand by the Market Superintendent.

7. Casuals may not transfer from one area to another without the Market Superintendent's permission.
8. Casuals will not be entitled to an area as of right and will remain as Casuals irrespective of the number of times they are licensed. They will not become Traders unless and until they enter into the appropriate written licence agreement with the Council.
9. Casuals will only sell the commodity agreed with the Market Superintendent.
10. Casuals will only bring vehicles on to the market during Trading times if permitted to do so by the Market Superintendent.
11. Casuals will pay an additional fee of £2 per foot of stall frontage unless the following applies
 - a) The Trader is new to the market within the last year; and
 - b) The Trader has traded on the market on no more than 13 occasions.

Schedule 2

Transfer of market pitches

1.0 Sale – general conditions

- 1.1 A Trader may be permitted to sell the goodwill of his Market business either under (a) or (b) below or in exceptional circumstances as approved by the Council.
 - (a) The Trader:
 - (i) has traded for a continuous period of not less than 10 years in the Market concerned; and
 - (ii) is selling the goodwill of his Market business to a person approved in advance by the Council in accordance with paragraph 1.2 below.
 - (b) The Trader:
 - (i) is to retire from all of Forest Heath District Council's Markets on medical advice; and
 - (ii) is selling the goodwill of his Market business to a person approved in advance by the Council in accordance with paragraph 1.2 below.
- 1.2 The sale of goodwill permitted in accordance with paragraph 1.1 above is subject to the following:
 - (a) the purchaser of the goodwill must agree to continue to trade in the same goods as the Trader had sold; and
 - (b) the sale of the goodwill will not entitle the purchaser to the same pitch in the Market; and
 - (c) any abuse or infringement of these terms and those contained in paragraph 1.1 above shall invalidate the permission given and will result in the purchaser being refused permission to pitch a stall in the Market; and
 - (d) the purchaser shall enter into a written licence agreement with the Council and will trade in the Market in accordance with the Council's Market Rules and Regulations and the Market Byelaws.

1.3 A request for permission to transfer the goodwill of a business under paragraph 1.1 above must be made in writing and the Council may require all or any of the following documents to support the request:

- (a) certified copy of the Trader's Birth Certificate;
- (b) medical certificates and/or letters from Doctors;
- (c) Affidavit/Statutory declaration concerning the Trader's retirement from Forest Heath District Council's markets;
- (d) written references concerning the prospective purchaser;
- (e) written confirmation by both parties to the sale that the prospective purchaser is aware of the terms and conditions of the permission granted by the Council and is prepared to enter into a written licence agreement with the Council as mentioned in paragraph 1.2 above.

2.0 Transfer of market pitch or sale of goodwill upon death of trader

2.1 Upon the death of a Trader, the Council may grant a spouse, child, sibling, or other member of the family or combination thereof, who regularly assisted the deceased in the Market, a licence to trade on the Market on their own account as an alternative to the sale of the goodwill of the Market business under paragraph 2.2 below. This will be entirely at the discretion of the Council and will be subject to the spouse, child, sibling or other member of the family, mentioned above entering into a written licence agreement with the Council and trading in the Market in accordance with the Council's Market Rules and Regulations and the Market Byelaws.

2.2 As an alternative to paragraph 2.1 above, upon the death of a Trader, the Council may permit the Trader's estate to sell the goodwill of the Market business to a person approved in advance by the Council in accordance with paragraph 1.2 above.

2.3 A request for permission to transfer the Market Pitch in accordance with paragraph 2.1 above or to sell the goodwill of the Market business under paragraph 2.2 above must be made in writing and the Council may require (as appropriate) all or any of the following documents to support the request:

- (a) certified copy of the Trader's Death Certificate;
- (b) certified copy of Marriage Certificate;
- (c) certified copy of Birth Certificate;
- (d) Affidavit/Statutory declaration to prove regular attendance at the Market by the spouse, child, sibling or other member of the family mentioned in paragraph 2.1 above prior to the Trader's death.

3.0 Evidence

3.1 With prejudice to paragraphs 1.3 and 2.3 above, the Council reserves the right to request any such further evidence as it considers to be necessary in considering any request made under Schedule 2.

Change History:-

Version 1 – June 2005

Version 2 – July 2005

Version 3 – Aug 2005

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