

MARKET TRADER REGULATIONS – to be read in conjunction with the Pitch Usage Agreement

General

1. The Market is operated for the purpose of retail only, and stalls and other facilities are let at a charge to be determined from time to time by the Council.
2. Unless otherwise agreed with the Market Manager/Officer, all stalls used shall be those provided by the Council, and traders must confine their goods to the stall space allocated to them.
3. No alterations are permitted to the stalls without the prior consent of the Market Manager/Officer. Should any alteration be permitted, it is the responsibility of the Trader to return the stall to its original construction prior to leaving the market. During periods of inclement weather the Trader may be asked by the Market Manager/Officer to re instate the original stall configuration during the operational phase of the market for reasons of Health and Safety.
4. The Council does not accept any responsibility whatsoever for any damage or injury caused by any authorised or unauthorised alterations or additions to the stalls or other equipment. Any defect in stall equipment must be notified to the Market Manager/Officer immediately.
5. Stall holders are required to fulfil all Health and Safety requirements as directed by the Market Manager/ Officer. Failure to do so will result in immediate closure of the stall until the issue has been rectified to the satisfaction of the Market Manager/Officer.
6. Stall charges at the appropriate fee shall be paid by one of the following methods:
 - Signing up to an annual Direct Debit Mandate, with payment deducted monthly; or
 - On the day payment by a manual Debit/Credit Card Reader (PDQ), cheque or cash.

All cheques should be drawn in favour of St Albans City and District Council (SADC) and crossed account payee only. A receipt will be given, and should be retained for production if required. All payments will be collected by the authorised officer of the Council.

Please note that those traders paying their fees by cash, cheque or PDQ will be charged at an enhanced rate.

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7. In the event that a trader wishes to subsequently amend the goods stated in their Pitch Usage Agreement, and traded from their allocated stall or space, application must be made in writing to the Market Manager. The Market Manager will review the request and make their decision based on the nature of the product in line with the current market mix and proximity of other stalls which may trade similar goods. In the event that agreement is given the trader will be requested to sign an updated pitch usage agreement

8. Under no circumstances should traders attempt to introduce new goods not stated in their Pitch Usage Agreement onto their stall or space without prior approval of the Market Manager, whose decision will be final. If they do so they may risk suspension from the market.

9. No Trader may sell or offer for sale goods other than those registered and assigned to the letting as set out in the Pitch Usage Agreement. Any request to extend or change the range of goods sold must be put to the Market Manager in writing.

10. Traders shall not use any means of sound amplification or other mechanical means of attracting attention to a stall. The playing of audio equipment, other than by way of short tests on stalls selling these items is included in this restriction.

11. No lighting system other than that supplied by the Council shall be used on Market stalls without express permission being given in advance by the Market Manager.

12. As often as is necessary (during any day on which a stall is used for the sale of goods), the trader shall cause all refuse from his/her stall to be placed in a suitable receptacle provided for that purpose. All cardboard is required to be compressed before placing in the recycling collection cage.

13. There should be a minimum of five stalls distance between stalls deemed to be selling the same type of goods. (This means you will be at least six stalls away from your competitor). Any exception to this will be at the sole discretion of the Markets Manager.

14. Stall operators may be required to display a sign showing their name or business name. The sign must be purchased by the Trader at cost from the Council and displayed in the position directed by the Market Manager. The sign must not be obstructed and to this end no goods will project beyond the front uprights of the stall.

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15. No Trader, casual or regular, will be permitted to sell counterfeit or otherwise illegal product. Any cases identified will result in the trader being permanently excluded from the market and a report will be sent to Trading Standards by the Council.

16. No Trader, casual or regular, will be permitted to sell animal fur unless fulfilling the criteria set out below in the council's fur policy. Any cases identified will result in the trader being permanently excluded from the market and a report will be sent to Trading Standards by the Council.

Fur Policy

Only fur produced as a by-product of food consumption will be permitted to be displayed or sold within any market operated or commissioned by St Albans City and District Council.

To abide by this rule a market trader must evidence the validity of the product by:

- 1 Providing a letter of intent on company headed paper that the Trader will abide by this rule should the trader wish to trade fur.
- 2 Provide a letter of certification from the Trader's supplier of the fur, that the fur has been produced as a by-product of food consumption.
- 3 Provide a letter of certification of the country of origin of the fur supplied to the Trader, European Union or otherwise.

17. Vehicles shall be removed from the Market area immediately after unloading is completed but in any case before 9.30 am. No vehicle shall enter the Market area for reloading before 4.30 pm. unless specifically authorised by the Market Manager. Except on occasions specifically authorised by the Council, the Market will close at 5.30 pm. Traders must clear their site promptly. Furthermore, no responsibility is accepted for the security of vehicles or their contents during periods when the vehicles are parked in the place made available by the Council.

18. Nothing in these Market Trader Regulations shall limit or exclude the Council's or the Trader's liability for:

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- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- any matter in respect of which it would be unlawful for the Council or the Trader to exclude or restrict liability.

Licences/Insurance

19. All traders will be required to provide a copy of their current Public Liability Insurance details with minimum cover of £5million. They will be requested to sign a Pitch Usage Agreement form to acknowledge receipt of a copy of the rules and confirm which goods they are allowed to trade from the market stall or space allocated. The Pitch Usage Agreement will reflect the trader's application to trade specified goods on the Market

20. Traders dealing in any foods whether perishable or non-perishable are required to confirm that they are registered as a food business with their Local Authority. Those businesses selling prepared foods or that prepare foods on site at the Market must provide a copy of their food hygiene training certificate. The Local Authority will be contacted to confirm that the business is registered and that it has received a satisfactory food inspection.

Trader Absence

21. Traders who trade on a Wednesday, Saturday or both days will be permitted to take up to six weeks' payment holiday per year, to allow for planned absences. These can be taken either as single weeks or consecutively, up to four weeks at a time.

22. Traders must give advance notice of any planned absence. Two weeks' advance notice is required for all payment holiday absence requests. One working day's advance notice is required for all other absences. Notice of absence must be given in writing to the Market Manager. Verbal notification of planned absence will not be accepted without an accompanying confirmation in writing.

23. Traders are required to pay the Council for any unauthorised absences. The unauthorised absence payment amount (per event) will be the full stall(s) rental amount, plus the current administration fee. Unauthorised absence payment is to be made in full on

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the next planned trading day, together with that day's payment. Traders will not be permitted to trade that day without the unauthorised absence payment being made.

24. The letting of a stall to any stall holder who is absent from the Market on three consecutive occasions without reasonable excuse will be cancelled. Reasonable excuse will include direct family bereavement, sickness for which a medical certificate is provided forthwith, vehicle breakdown for which a garage receipt or similar is provided or payment holidays not exceeding five weeks in any calendar year. Payment holiday allowance rises to six weeks in any calendar year after the trader has occupied a permanent pitch on the Market for seven years or more.

25. Letting for the purpose of this regulation refers to a letting as a whole, and in the case of double or multiple lettings, if any stall holder fails to take up part of their letting on three consecutive occasions or a total of four occasions in any year, as the case may be, the letting will be reduced by that amount of space.

26. Traders must notify the Market Manager in writing if they are intending to exercise their right to a payment holiday. Only stalls whose permanent occupants have notified the Markets Manager in advance will be eligible for the 8.00am temporary transfer list, which precludes occupancy by traders offering the same goods as that sold by the absent permanent Trader. Stalls left unoccupied without sufficient notice will be re-let to Casual Traders on the 8.30am list.

27. Only in exceptional circumstances and solely at the discretion of the Market Manager will credit be given for days paid for but not used against future trading fees.

28. If the Market is cancelled at the instigation of the Market Manager for reasons of inclement weather, traders will be able to trade for an additional day at the end of the period for which they have already paid.

29. A Trader shall be entitled to appoint a named temporary manager for the duration of any extended authorised break. Such temporary appointments will be reviewed after six months, by the Market Manager.

30. The Council reserves the right to refuse a letting or cancel an existing letting.

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Casual Traders

31. Casual Trader pitch vacancies will be offered by the Market Officer on duty, on the basis of seniority of attendance points and subject to Regulations 9 and 13.

30. Attendance points are gained by being prepared to trade. In no circumstances will points be awarded to casual traders who for any reason whatsoever do not present themselves, are not prepared to trade, or refuse a stall offered to them, and this will also be regarded as an absence.

31. Casual traders should present themselves next to Clintons Cards in the market area at 8.30 a.m. to be allocated. This means that their goods must be in close proximity to the market. Public Liability Insurance must be produced at this time.

32. Partnerships will be accepted on the casual attendance list, but will be restricted to two named persons, both of whom shall attend each day.

33. Separate lists of casuals will be kept for the Wednesday and Saturday markets and on no account will transfer of points or seniority etc., between days be allowed.

34. For casual traders, the stall charges at the appropriate enhanced fee shall be paid by PDQ, cash or by cheque, to the authorised officer of the Council. All cheques and postal orders should be drawn in favour of St Albans District Council (SADC), and crossed "Account Payee Only". A receipt will be given, and should be retained for production, if required.

35. Stalls let to casual traders must not trade offering the same goods as that sold by the absent permanent Trader.

36. With the exception of traders dealing in perishable goods, Permanent stall lettings will be offered to Casual Traders in order of seniority of attendance points subject to General regulations 9 and 13.

Permanent Stall Transfers.

37. The registered Trader shall not transfer, assign, sub-let or otherwise part with possession of the market letting. The Trader must operate the stall on their own account

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and be entitled to receive the profits from the letting. They shall not act as an employee of or agent for another third party.

38. The registered Trader whose spouse/partner has been a regular working assistant on the letting may apply to the Market Manager to be registered jointly. Registration will be at the Market Manager's discretion. Subsequent to registration the stall letting may be worked jointly or individually by either the Trader and or spouse/partner. All the Market Trader Regulations will apply jointly to this partnership except that on the absence of either through sickness, the other partner will have discretion to attend or not, provided medical certification in accordance with Regulation 24 is received.

39. Transfers will not be entertained, save that consideration will be given to requests from a registered Trader to transfer the letting to a spouse/partner, child, brother or sister who have been active and regular working assistants on the stall for a minimum of one year preceding the transfer.

40. Request for transfers of permanent stalls must be in writing, from the registered Trader, and will be decided on seniority, subject to the market code governing distribution of goods. Seniority will be decided by the date of acceptance on the market as a permanent Trader. Successful applications for transfer will be notified, in writing.

41. If two or more traders claim the same stall and seniority cannot be established, the vacancy will be established by the drawing of lots.

42. Once a trader has exercised their right of transfer, either to the kerb edge stalls or to the front of the Town hall square, in no circumstances will a further transfer be considered for a period of one year.

43. Traders in perishable goods may transfer to other perishable goods stalls when a vacancy arises.

44. Before being considered for a double stall letting, the trader must have been on the market as a permanent Trader for a period of at least one year, during which time they must have had a satisfactory attendance record. For this purpose "satisfactory attendance record" means attendance at the market no worse than the average of all Traders.

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45. Without prejudice to existing Traders, no traders will in future be allowed to have more than three stalls on the market as a whole. Additionally, between Spencer Street and British Home Stores the maximum number of stalls to be held by any one trader is two.

46. A transfer request to double stall vacancies will be accepted from any area of the market except from those traders specifically excluded in the General rules.

Method of Transfer

Double Stalls

47. Double stall allocation has priority over all other stall allocation. Where a double stall vacancy occurs allocation is given to those who have applied for a double stall in writing. Allocation is decided by seniority. If nobody takes up the stalls in question it then reverts to two single pitches, and single pitch rules then apply.

48. Claims to take over an adjacent stall are secondary to double stall allocations. Should an adjoining stall become available, a trader who has worked as a permanent Trader for a minimum of one year can claim this stall to create a double. Claiming of an adjacent stall takes precedence over single stall seniority claims. Should two Traders either side of a vacated stall wish to claim it, the rules of permanent seniority stated above apply.

49. Any newly accepted double stall must be held for a minimum of twelve months by the Trader. If this trader is not be able to trade on with the newly created double, they will be demoted to the least popular single pitch at the next round of allocation.

Adjacents

50. Subject to the above, when a vacancy occurs, the adjoining Trader shall be entitled to request they be allocated this next stall provided they have indicated their wish to this end. Where two Traders lay claim to an intervening empty stall, the more senior of the two will be given the allocation. Seniority will be decided by the date of acceptance on the market as a permanent Trader.

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Single Stall Transfers

51. A Trader may transfer their stall to any other vacant position by putting their name on the transfer list. The most senior trader will have first choice subject to General regulations 9 and 13. Only one transfer will be allowed in a twelve month period. The Markets Manager will notify the Trader of the date of transfer and the new stall position in writing.

Trader Code of Conduct

52. Traders are required to act in a polite professional manner at all times when dealing with Council Officers, other traders and members of the public.

Other Information

53. We regret traders will not be allowed to trade on the market until the relevant and up to date documentation has been provided. In the case of food traders if an unsatisfactory inspection is received we will not allow further trading unless and until any outstanding issues have been resolved to the satisfaction of the registering authority.

54. St Albans District Council is required by law to protect the public funds we administer. In keeping with provisions of the Data Protection Act we may share information provided to us with other bodies responsible for auditing or administering public funds in order to prevent and detect fraud.

55. These Market Trader Regulations shall be strictly adhered to at all times. Initial breaches will be answered with a verbal warning. Further breaches will be answered with a written warning. If the breaches continue, the letting will be suspended, with a possible termination notice issued by the Market Manager.

56. A trader who finds himself in dispute with the Market Manager regarding the implementation of these Market Trader Regulations may appeal in writing to the Head of Community Services who will arrange an interview with the trader concerned.

[End of Regulations]

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Trader Signature

Please sign and print your name to confirm that you have received this copy of the Market Trader Regulations and return a copy to the Market Manager.

Trading Days (please tick as appropriate)

Wednesday	<input type="checkbox"/>
Saturday	<input type="checkbox"/>

Signed.....

Name.....

Date.....

October 2016