

Management Regulations for Market Trading in Colchester



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Introduction

The need for Market Regulations

The markets operated in Colchester provide an essential community facility to residents and visitors and are intended to offer affordable business opportunities for Traders. They are an important part of our local communities and ensuring that they continue to thrive and develop is part of Colchester Borough Council's better town centre improvement programme. The Council intends to ensure that visitors and local people alike receive an excellent standard of customer service, enjoy a positive experience and want to visit again.

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

Any Trader who is granted a contract to trade in the Council's markets must accept and agree unreservedly to abide by these regulations.

These regulations are intended to be fair and reasonable whilst providing the flexibility of the Council's market operation to meet the potential future needs of the market's customers. These regulations also set out penalties for breach and include a fair and clearly defined process to appeal certain decisions taken by the Council's markets management team.

These regulations have been devised in the best interests of the estate management of the market as a whole and all traders, shoppers and the Landlords. They will be enforced as such and must be read in conjunction with your contract.

These regulations replace any regulations previously issued by the Council.

In the event of any conflict of interpretation the contract terms shall take precedence. In the event of any dispute concerning application of these regulations, the decision of the Markets & Street Trading Manager as Landlord's representative, will be final.

Details of the stall layout, pitch sizes and fees payable are available from the Colchester Borough Council website: www.colchester.gov.uk/markets

In addition all Traders are required to comply with the provisions of the Colchester Market Shoppers' Charter. This is a separate document to be read in conjunction with these Management Regulations and available as a link from www.colchester.gov.uk/markets

The Council's commitment to market traders

The Council commits that it will administer the market operation in such a way 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 and traders
- a balanced market offering with limited duplication of both core and competing secondary product lines
- 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, termination or refusal to transfer a trading contract with a defined process and time table
- open and two-way communication with all Traders, either directly or through their nominated representatives.

Future changes

These regulations may be revoked, amended or supplemented in such manner and to such extent as the Landlords may, in their absolute discretion from time to time, direct. Traders are required to familiarise themselves and their employees, agents and contractors with same.

Colchester Borough Council may change these regulations at any time in the future. Prior to changing these regulations the Council will consult with Traders for not less than four weeks and will then give four weeks' written notice before any change takes effect.

The operation of the market is the responsibility of the Markets & Street Trading Manager (and their delegated colleagues) who is entrusted and authorised to apply discretion and judgement in the interpretation of the regulations.

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 markets management team.
- b) **Casual trader** means any trader granted a contract to trade and to pitch a stall in the market for a single day.
- c) **Council** means Colchester Borough Council.
- d) **Equipment** means portable rails and stands, generators, bins and other receptacles.

- e) **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.
- f) **Goods and services** include provisions, commodities, articles and services permitted by the Council to be brought into the market for the purpose of sale.
- g) **Interim Trader** means any casual trader granted a special long term contract based on the permanent trader fee structure. An interim trader is not guaranteed a fixed pitch location.
- h) **Contract** means the contract issued to a trader in the form prescribed by the Council which permits casual Traders, interim Traders and permanent Traders to trade in the market in accordance with these regulations.
- i) **Landlords** means Colchester Borough Council and its duly-authorised representatives – the Markets & Street Trading Manager and other Colchester Borough Council staff.
- j) **Market** means markets held in Colchester.
- k) **Market day** means a day on which markets are authorised by the Council to open for trading.
- l) **Market hours** means the hours of operation of the market.
- m) **Markets & Street Trading Manager** means the officer responsible for the operation of the markets.
- n) **Market Shoppers' Charter** means the Market Shoppers' Charter approved by the Council and which all traders agree to recognise and abide by.
- o) **Permanent Trader** means any Trader granted a contract to trade and pitch a stall in the market for a period of 12 consecutive calendar months.
- p) **Serious misconduct** means conduct on the part of the Trader or of their staff which the Council considers so unreasonable that it destroys the trust necessarily required for the continuance of the Trader's contract.
- q) **Site** means the place allocated by the markets management team to the Trader upon which the Trader is permitted to pitch a stall.
- r) **Stall** includes a frame, canopy, link, gutter and awning, pitch or space in the market used or intended to be used for the sale of goods or services.
- s) **Trader / Stallholder** means a person or legal entity offering goods or services for sale granted a contract to trade from a stall on the market and are interchangeable and includes casual Traders, interim Traders and permanent Traders.
- t) **Byelaws** are rules made by a local authority for the regulation of its affairs or management of the area it governs.

1. Compliance Requirements

- (1.1) Traders are required to comply with the directions of the Markets & Street Trading Manager at all times.
- (1.2) Traders on the Market are required to comply with, and ensure compliance by their employees and other persons acting upon their behalf, the provisions of their contract, these Management Regulations, the Shoppers' Charter and Food Stall Guidance, any and all Acts of Parliament, statutory regulations, byelaws or rules and regulations made by a competent authority or notified by the Landlords.
- (1.3) Traders are required to conduct themselves in a manner which does not cause a danger, annoyance, nuisance or impediment to any other persons, traders, neighbouring businesses, members of the public or Landlords' representatives. This includes the use of threatening or abusive behaviour, foul language, substance abuse or drunkenness whilst attending the market.
- (1.4) Goods that are counterfeit, offensive or dangerous may not be sold on the market.
- (1.5) Traders are required to comply with any supplementary rules or regulations as may be notified by the Landlords by way of general notice or declaration from time to time.

2. Trading Days

- (2.1) Trading days are: Friday and Saturday of each week and such additional days as the Landlords may direct.
- (2.2) The market will be closed on Christmas Day.
- (2.3) Where a trading day falls on a Public Holiday and market day and the Landlord does not hold a market, Traders will be given a day in lieu.

3. Hours of Access and Trading

- (3.1) Access for setting-up stalls shall be no earlier than 0600 hrs on the day of trading.
- (3.2) All stalls shall be occupied by 0830 hrs unless otherwise directed by the Markets & Street Trading Manager.
- (3.3) If an unoccupied stall is the subject of a monthly contract then the Trader will remain liable for payment of the fee for that day notwithstanding their non-attendance.

- (3.4) All vehicles and roll-cages, pallet-lifters or other equipment must be removed from the market by 0830 hrs.
- (3.5) Permitted trading hours are 0830 – 1800 hrs on each Charter Market trading day unless otherwise directed by the Markets & Street Trading Manager.
- (3.6) Vehicles shall not return onto the market before 1600 hrs unless otherwise directed by the Markets & Street Trading Manager and must be offsite by 6pm unless granted an implicit extension.
- (3.7) Stalls shall be kept clean, tidy, stocked and attended in accordance with your contract during trading hours.
- (3.8) In the event of temporary absence of the Trader a responsible adult person shall be left in control of the stall.
- (3.9) Works affecting the market. Whenever possible, Traders will be given prior notice of maintenance and other work 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 work affecting the market.

4. Access by Vehicles

- (4.1) Traders shall comply with the permitted access hours and any traffic management directions made by the Markets & Street Trading Manager such as an allocated time to enter the market, a position for unloading and a direction of movement and point of exit from the market.
- (4.2) Traders are required to comply with all Traffic Regulation Orders affecting the public highway. Details are available from the Colchester Borough Council website: www.colchester.gov.uk/markets
- (4.3) Whilst on the market all vehicles must be positioned so as to avoid obstructing other vehicles in the loading bay and deliveries to adjacent stalls or shops. Vehicles must be unloaded and loaded without delay and not left unattended with their engine running. Once unloaded or loaded they must be removed from the market without delay.
- (4.4) Access for deliveries and collections is via High Street loading bays within the permitted hours.
- (4.5) Only vehicle types and trailers authorised by the Markets & Street Trading Manager shall be brought onto the market. All vehicles and trailers shall be roadworthy, insured and in possession of an MOT certificate and current road fund licence. All drivers must possess a full UK driving licence and be insured to drive same.
- (4.6) Parking on pedestrian crossings, public or private access roads, passageways, pavements or property in the vicinity of the market is prohibited. Traders and their employees should park in town centre car parks.

- (4.7) Any spillages of oil, fuel or any liquid must be immediately cleaned-up and reported to the Markets & Street Trading Manager. Vehicles that leak oil or fluids will not be allowed onto the market and the filling or emptying of fuel tanks whilst attending the market is expressly prohibited.

5. Terms for Contracted Traders

- (5.1) Traders are granted a contract to occupy a specific stall or a “pitch” (space for a stall) on specified days of the week in return for a monthly fee (“charge” or “fee”) payable in advance.
- (5.2) Contracts are for a term of between 1 day for non-Charter/themed markets by arrangement with the Landlords to 13 weeks for the Charter Market and do not create entitlement to attend the market for any longer period. The Markets & Street Trading Manager will contact Traders prior to the end of the contract to establish if the Trader wishes to continue stall or pitch hire for a further contract period.
- (5.3) Contracts to occupy a pitch may be revoked at any time at the discretion of the Markets & Street Trading Manager. In this event compensation will be at the discretion of the Markets & Street Trading Manager.
- (5.4) Traders without a contract are deemed to be “casual” traders and may apply for a stall a week in advance when payment, insurance and vehicle documents will need to be shown. Casual traders who attend for more than 6 weeks in a contract period may be excluded from future trading on this basis at the discretion of the Markets & Street Trading Manager.
- (5.5) Casual traders do not benefit from the allocation of a particular stall or pitch. The Landlords’ intention is to ensure occupancy of all pitches and stalls on the market. The Markets & Street Trading Manager may allocate casuals to unoccupied stalls and pitches after 08.00hrs with payment by debit/credit card to be paid on the day. Allocations are at the discretion of the Markets & Street Trading Manager and will take into consideration past attendance and the goods being offered.
- (5.6) Traders are expected to attend in person on all the trading days specified in their contract. Non-attendance by a contracted Trader without good reason may result in non-renewal of their contract. In the event of non-attendance the Markets & Street Trading Manager has the discretion to waive the fee payable for that day in exceptional circumstances.
- (5.7) It is the responsibility of traders to notify the Markets & Street Trading Manager or their designated colleague 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 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.

- (5.8) For all other absences Traders must advise the Markets & Street Trading Manager as soon as is reasonably possible in advance of the trading day and by no later than 07.30am on the trading day in question. The Council reserves the right to reallocate the pitch for that day. No 'like for like' product line will be allocated in place of the absent Trader. Failure to attend without formally notifying the Markets & Street Trading Manager, other than in exceptional circumstances, and after two un-notified absences per contract period, will be considered a disciplinary offence.
- (5.9) It may be necessary to relocate pitches from time to time. The Landlords will give Traders as much notice as possible in this event. However, this may be on the market day itself in exceptional circumstances.
- (5.10) The Trader must not assign, transfer, sub-contract or licence the benefit of this contract to any other person or company.
- (5.11) Annual Leave Entitlement: A two week annual leave entitlement from April to March will be provided to Market Traders who are subject of a standard 13 week contract.
- (5.12) Traders will be expected to give the Markets & Street Trading Manager two weeks' notice in writing of any intended annual leave. This is required to allow the Council sufficient time to plan for filling the space vacated by the permanent contracted Trader. During the time the Trader is absent the Council may reallocate their pitch/es to another Trader.
- (5.13) The number of Traders given annual leave on any one trading day will be limited to a maximum of 5 individual traders.
- (5.14) The Council reserves the right to refuse holiday requests for any reason whatsoever if it feels that there would be a detrimental effect to the financial viability of the Market.
- (5.15) The Council reserves the right to charge any Trader the full cost of repair or renewal to any Council property related to the markets where, in the reasonable opinion of the Council, the Trader or anyone working with the Trader caused the damage.
- (5.16) Any temporary structure erected as part of the market must be suitable for the purpose intended, of good condition and erected by competent persons.
- (5.17) Traders must not leave any goods, articles or equipment on the market outside market hours without the prior written consent of the Markets & Street Trading Manager.
- (5.18) Where access to the interior of market stalls is restricted by a kerb, Traders must offer mobility impaired customers an assisted shopping service.

6. Payment of Fees

- (6.1) Traders' fees are payable by Standing Order in advance of trading days and must be set up as soon as practically possible after entering into the contract.
- (6.2) Failure to maintain a Standing Order may result in termination of contract.
- (6.3) The fee for the collection of unpaid stall fees or charges on each occasion will be £10.
- (6.4) If adverse weather conditions or similar prevent trading for part or the whole of the day the Markets & Street Trading Manager has the discretion to close the market.
- (6.5) Non-attendance by a Trader on a regular basis or without good reason may result in termination of their contract.
- (6.6) Where there is non-attendance by a Trader not agreed with the Markets & Street Trading Manager in advance no refunds of fees will be given.
- (6.7) Charges for electric will be made in arrears at the end of each 13 week period for Permanent Traders, and in advance of trading for Casuals.

7. Size of Pitches

- (7.1) Stall pitches are sized as per the stall layout plan and rents are calculated per stall as per the schedule of fees as set out by the Landlords on the Colchester Borough Council website: www.colchester.gov/markets Pitches and stalls are licensed individually or as multiples of same and rents calculated accordingly.
- (7.2) Stall sizes are 2.5m x 2.5m and 2.4m x 2.4m (or multiples thereof) and this area represents the licensed trading area. The space in front of the stall is for the purpose of serving customers and pedestrian access only. 'Standing out' of stock onto the pavement is not permitted beyond the boundary of the awning.
- (7.3) All storage and stock must be held within the licensed trading area.
- (7.4) Traders shall use only the stall(s) or pitch(es) licensed or allocated to them. They shall restrict their stall and any goods display area to within the extent of the licensed area. Extension bars beyond the boundary of the licensed pitch are not permitted except to dimensions and location(s) expressly authorised by the Markets & Street Trading Manager which can be withdrawn at any time. The standing-out of goods on the ground in circulation aisles outside the pitch is forbidden.
- (7.5) If the stall is supplied-only or supplied and erected by the Landlords then the Trader shall not adapt or alter any fixture or fitting forming part of the stall and shall not remove the roof sheets or attach any extensions to the stall except with the express permission of the Markets & Street Trading Manager. Any

goods which are hung from overhangs must not obstruct circulation aisles or present any risk of injury to the public or passing traffic.

- (7.6) Any electrical supply provision made by the landlords shall not be adapted or overloaded and all electrical equipment used by a trader shall be restricted to 230 volts only, earth-bonded and RCD-protected in accordance with current electrical regulations requirements. 230v electric cables shall be SWAC-armoured and all cables shall be enclosed in cable protectors. Generators are not permitted.
- (7.7) 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.
- (7.8) All traders using liquid petroleum gas (LPG) must conform to LPG Code of Practice 24 and have the current annual Gas Safety Inspection certificate **on site**.
- (7.9) All traders using LPG must provide a suitable, serviceable fire extinguisher which must be located near the appliance (also see Fire).
- (7.10) Suitable hazard signage must be displayed so as to comply with the Health and Safety (Safety Signs and Signals) Regulations 1996.
- (7.11) All pallets, trolleys, roll-cages, pallet-lifters or other equipment brought onto the market by a Trader must either be removed from the market or stored within a stall during trading hours. They must not be used as an addition to a stall or for displaying goods or storing refuse.
- (7.12) Traders must exercise due care and attention of the stall frame, the canopy, awning and electricity supply at all times.

8. Charity Stalls

- (8.1) The number of charity stalls will be limited to 5% of the total number of stalls in any one market.
- (8.2) Charity stalls can be booked no more than two weeks in advance subject to availability.
- (8.3) The use of stalls at 50% discount by charities remains subject to these Management Regulations.
- (8.4) The Landlords reserve the right to terminate discounted bookings without notice.

9. Traders' Signage

- (9.1) All Traders of foodstuffs shall display their name and address in a prominent position on the stall. All other traders shall display a prominent sign showing no less than their name and the number of their stall.

10. Sale of Fresh Food

- (10.1) It is the responsibility of Traders to ensure all edible goods sold on the market are handled, displayed, priced and sold in accordance with trading standards' requirements and food safety regulations. Best practice concerning the sale of fresh food is contained in a separate food safety document 'Guidance to Mobile Traders at Markets & Outside Events' and forms part of these regulations.
- (10.2) All fresh foods must be stored and displayed in accordance with the EU food hygiene regulations and all edible goods including greengrocery stored displayed and sold at least 18 inches (0.5 metres) from the ground to protect all foodstuffs from the risk of contamination.
- (10.3) Some types of goods may require refrigeration.
- (10.4) Traders of foodstuffs must possess a Chartered Institute of Environmental Health Level 2 certificate in Food Safety in Catering (more details can be found here: www.colchester.gov.uk and search for Food Hygiene Courses).

11. Refuse Disposal

- (11.1) No waste or refuse shall be brought onto the market. Only waste or refuse generated during the course of that days' trade shall be placed in the designated market waste/refuse euro bins.
- (11.2) Traders shall keep their stall(s) and the surrounding area free of trade waste/refuse and litter during trading hours and remove it to the designated waste/refuse euro bins as necessary.
- (11.3) Traders shall not discharge any noxious or foul liquid waste onto the paving except for washings discharged directly to the street gully. At close of trading any gully into which washings have been discharged shall be rinsed with clean water and the surrounding area left clean and tidy.
- (11.4) Traders shall not place any waste into a refuse compactor, cardboard baler or collection vehicle.
- (11.5) 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, and the surfaces around their pitch left safe and without hazard to others. All stall(s) and pitch(es) shall be left clean and clear of refuse at the close of trading.

- (11.6) Traders have a legal duty of care to maintain the health and safety of their employees, other Traders and visitors to their stall. 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.
- (11.7) Council employees are not authorised to enter a Trader's stall to collect waste, and it is solely the Trader's responsibility to prepare all waste for collection by the Council using the appropriate euro bins allocated by the Council.
- (11.8) Traders are required to comply with the recognised cleansing standards, which have been adopted by the council.
- (11.9) The Council will carry out the regular cleansing of the market area as necessary to maintain their effective operation.
- (11.10) 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.
- (11.11) Traders must remove waste from their stall and the Council will provide and maintain adequate, hygienic and efficient refuse disposal facilities on the market at all times subject to breakdowns and other matters beyond its immediate control.
- (11.12) Traders who produce food waste must dispose of it in the correct food waste receptacle as directed by the Council.
- (11.13) Traders must flatten any cardboard waste they produce and dispose of it in the correct recycling cardboard container.
- (11.14) Traders must not put their trade waste in public litter bins.
- (11.15) Traders must comply with any new initiatives introduced to improve the recycling of trade waste on the markets as advised in writing by the Markets & Street Trading Manager from time to time.
- (11.16) A supplementary charge of £25 will be levied upon Traders who fail to comply with these requirements on any market day.

12. Prohibited Goods

- (12.1) Traders shall not bring onto the market any inflammable liquids, gases, fireworks or similar articles which may cause fire or explosion. The exception being a gas supply for cooking food upon such conditions as the Markets & Street Trading Manager may direct.

- (12.2) No goods may be displayed or sold which in the opinion of the Markets & Street Trading Manager are inappropriate, dangerous or likely to cause offence to other traders or members of the public.
- (12.3) No goods may be displayed or sold that are counterfeit or in breach of copyright or patent.
- (12.4) No mains-powered electrical goods may be sold except for new items still in their original packaging.
- (12.5) Second-hand or used electrical goods may not be sold, even if PAT-tested.

13. Health & Safety Requirements

- (13.1) All Traders are required to undertake a risk assessment for their stall annually or as any change to operation occurs. This is to include set up, break down, supplier deliveries as well as trading and should be provided to the Markets & Street Trading Manager. The form for the risk assessment can be found on www.colchester.gov.uk/markets . The Markets & Street Trading Manager reserves the right to refuse trading if the risk assessment is not submitted or if, in the opinion of the Markets & Street Trading Manager, is not suitable and sufficient for purpose.
- (13.2) The Landlord shall not be liable for damage to any property or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Licensee or any employee of the Licensee or any person or body authorised by the Licensee to be within the Market area. Nor shall the Landlord be liable for any such loss suffered by a visitor or member of the public except where caused by the proven negligence of the Landlord and shall indemnify the Landlord against all actions proceedings costs claims demands damages charges and expenses whatsoever arising out of the discharge of the Contract to trade on markets.
- (13.3) Electricity supply is to be used to assist trading only.
- (13.4) All traders are required to comply with all health and safety directions issued by the Markets & Street Trading Manager. Such instructions are supplemental to and do not vary these regulations.
- (13.5) There are significant health & safety risks posed to themselves, the public and other traders whilst traders deliver goods and assemble or dismantle stalls. Traders must input to and be aware of the market's risk assessment (available on www.colchester.gov.uk/markets) and devise and implement suitable safeguards to minimise risks in their working methods using the risk assessment form provided.
- (13.6) If adverse weather conditions or similar present a risk to trading for part or the whole of the day the Markets & Street Trading Manager has the discretion to close the market.

(13.7) All electrical equipment must be PAT (Portable Appliance Tested) and a certificate of proof must be presented on application for a license to trade.

(13.8) Smoking is not permitted by Traders, their employees and suppliers within or near market stalls in line with 2007 legislation which banned smoking in enclosed/substantially enclosed workplaces and public spaces. Traders should not serve members of the public in any instances whilst smoking. This is to protect traders, their employees, suppliers, neighbouring traders and their stock as well as customers.

(13.9) All traders are required to:

- *Familiarise themselves with all Health and Safety instructions issued by the Markets & Street Trading Manager.*
- *Ensure all employees agents and contractors are adequately informed, instructed, supervised and trained in health and safety matters.*
- *Take reasonable care of their personal health, safety and welfare and that of others who may be affected by their acts or omissions.*
- *All persons shall wear high visibility vests when setting up/dismantling stalls and loading goods.*
- *Make available and ensure the use by themselves and all employees or staff of appropriate personal protective clothing and equipment suited to the task.*
- *Assist the Landlords by reporting any accident or incident that has or may cause injury to a person or damage to plant or property.*
- *Co-operate and comply with all directions of the Landlords to ensure compliance with all statutory responsibilities and to ensure all instructions regarding health and safety issues are understood and applied by employees, agents and contractors.*

(13.10) Traders are required to pay particular attention to the hazards of:

- *Vehicle movements – Reversing, towing stall trailers and unattended stall trailers.*
- *Stall erection – Handling of components and stability of partly-constructed frames.*
- *Sheeting – Fixing of stall sheets and clips during windy conditions.*
- *Trip hazards - Stall components, stock and electrical cables that create a trip hazard.*
- *Electrical safety - Power and lighting distribution from the supply boxes.*
- *Training – The use of unsupervised or untrained staff to set up and dismantle stalls.*

- *Working at height – set up and dismantling of stalls when standing on steps or trailers*

14. Accidents

(14.1) All accidents and “near misses” involving Traders, their staff or members of the public must be reported immediately to the Markets & Street Trading Manager for investigation and entry in Colchester Borough Council’s Incident Report form (IRF). It is the responsibility of Traders to report all notifiable accidents and “near misses” occurring during stall set up and dismantling to the HSE, as required by legislation.

(14.2) Traders should ensure their stalls are equipped with a First Aid Kit.

15. Traders’ Insurance and Identity Requirements

(15.1) All licensed and casual Traders are required to hold and maintain valid insurance cover for third party public and products liability with a limit for claims of not less than £5 million, and employers’ liability insurance cover with a limit for claims of not less than £10 million. By virtue of their contract and these regulations each Trader shall extend a matching indemnity to the Landlords and their agents, employees and authorised representatives.

Traders shall provide evidence of insurance cover upon application for a contract to trade.

(15.2) Prior to the first days’ trading, Traders will be required to supply proof of their right to work in the UK and that of employees working on their behalf, paid or unpaid. Typically a valid passport or work permit is sufficient– check here for full details: www.gov.uk/government/publications/acceptable-right-to-work-documents-an-employers-guide

This data will be kept secure and confidential between the parties.

16. General Conditions

(16.1) No animal shall be brought onto the market except as authorised by the Markets & Street Trading Manager under exceptional circumstances (for example a guide dog).

(16.2) No child shall be employed upon the market except in accordance with statutory legislation.

(16.3) The “pitching” of goods (shouting to advertise their availability) is allowable at the discretion of the Markets & Street Trading Manager.

- (16.4) Any sale by auction, canvassing, market research or personal questionnaire or any stall advertising or promoting a political or religious organisation is expressly forbidden.
- (16.5) Radios or other sound equipment may be played subject to the approval of the Markets & Street Trading Manager, but not so loudly as to cause nuisance to other Traders, neighbouring businesses or the general public.
- (16.6) Traders shall not display or sell any goods other than those described on their contract, or in the case of a casual Trader those described to the Markets & Street Trading Manager on the day of trading.
- (16.7) Traders may only extend or change product lines with the agreement of the Markets & Street Trading Manager (which shall not be unreasonably withheld).

17. Conduct, Disciplinary, Complaints and Appeals Procedure

- (17.1) 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.
- (17.2) 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.
- (17.3) Traders will be liable to immediate suspension and/or termination for breaches of the regulations arising out of their conduct by the Markets & Street Trading Manager which is considered by the Council to be gross misconduct. In the event that a contract is terminated, the Trader shall not be entitled to compensation from the Council. The circumstances of the case will be considered by the Head of Service.

Examples of gross misconduct which will normally justify termination of a contract are outlined below:

- Dishonesty.
- Under the influence of alcohol or illegal substances.
- Assaulting a member of the public, Council staff or another Trader.
- Verbal abuse, the use of foul or abusive language, harassment, intimidation, discrimination or bullying towards a member of the public, Council officers or other Trader(s).
- Interfering in any way with the business of another Trader.
- In the reasonable opinion of the Markets & Street Trading Manager, the Trader brings the market 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.
- The Trader has persistently failed to make payment of the 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 licensed to attend for 10 weeks or more during the course of a calendar year.
- The Trader persistently infringes the Market Regulations.

In the event that a Trader's contract is suspended rather than terminated and there is no prescribed penalty, the length of suspension will be decided by the Head of Service.

All complaints involving stallholders and staff are dealt with in accordance with Colchester Borough Council's formal complaints procedure (more details here: www.colchester.gov.uk/article/12804/Compliments-Complaints-And-Comments)

Complaints should be made in the first instance to the Markets & Street Trading Manager who will seek to resolve same and issue a direction. If the complainant is not satisfied with the result he or she may complete the form in the link above which commences Colchester Borough Council's complaints procedure.

- (17.4) Complaints will be treated in confidence and all parties notified of the complaint and given the opportunity to respond. The complainant will be required to substantiate same under normal rules of evidence. If complaints are found to be vexatious then disciplinary action will be taken against the complainant.
- (17.5) Complaints made by a member of the public against any Trader will be notified to him/her in private and the Trader requested to resolve the dispute.
- (17.6) Any substantiated complaints may result in the revocation of a Trader's contract.
- (17.7) Breaches of rules or regulations will normally be discussed with the Traders concerned as soon as the Markets & Street Trading Manager is aware of any breach. Traders will normally be asked to correct any breaches or comply with any rules in the first instance.

- (17.8) If a Trader does not comply with a verbal request, or if a further breach occurs on the same day, then a formal written notice will be issued as soon as possible.
- (17.9) Any written notice issued in (17.8) will remain active for a period of 6 months, if a further written notice is issued during this period the Trader will be automatically suspended for the next trading day.
- (17.10) If any Trader incurs two periods of suspension in any period of 12 months then their contract will be terminated. Traders will be permitted to reapply for a pitch but will be placed at the bottom of any waiting list.
- (17.11) Traders suspended or removed from the Market are still liable to the fees due for any period of absence under their contract.
- (17.11) Disciplinary matters will, in the first instance be dealt with by the Markets & Street Trading Manager and if necessary be referred to the appropriate Council Manager.
- (17.12) The Council will discuss any issue and give reasons for their decision in the first instance.
- (17.13) If a Trader is not satisfied with the explanation or decision they may contact the Council who will review any action and respond in writing stating their decision if required.
- (17.14) A Trader who has been suspended from the market or whose contract has been terminated, or has been refused permission to transfer their contract to another Trader, may appeal in writing to the **Head of Service** within five working days from, but not including, the day the Trader is notified of the decision against which they wish to appeal.
- (17.15) The Trader is entitled to request a 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.
- (17.16) The **Head of Service** will conduct the hearing of the appeal in person within 28 days of receipt of the written appeal.
- (17.17) In considering any appeal the **Head of Service** 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.
- (17.18) 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 are allowed to speak on their behalf.

(17.19) The written decision of the **Head of Service** 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 **Head of Service**.