

**MARKET REGULATIONS  
PLYMOUTH MARKET**



<b>CONTENTS</b>		
		<b>Page</b>
	<b>Background</b>	<b>2</b>
<b>1</b>	<b>Definitions</b>	<b>3</b>
<b>2</b>	<b>Applications to Trade</b>	<b>5</b>
<b>3</b>	<b>Allocation of Stalls</b>	<b>7</b>
<b>4</b>	<b>Transfer of Licences</b>	<b>8</b>
<b>5</b>	<b>Allocation of Product Lines</b>	<b>9</b>
<b>6</b>	<b>Fees and Charges</b>	<b>10</b>
<b>7</b>	<b>Opening and trading times</b>	<b>11</b>
<b>8</b>	<b>Absence from the Market</b>	<b>12</b>
<b>9</b>	<b>Health and Safety</b>	<b>13</b>
<b>10</b>	<b>Insurance and Liability</b>	<b>14</b>
<b>11</b>	<b>Stalls and Trading Positions</b>	<b>15</b>
<b>12</b>	<b>Conduct in the Market</b>	<b>16</b>
<b>13</b>	<b>Operational Regulations</b>	<b>18</b>
<b>14</b>	<b>Parking</b>	<b>19</b>
<b>15</b>	<b>Misconduct Procedure</b>	<b>19</b>
<b>16</b>	<b>Complaints</b>	<b>22</b>
<b>17</b>	<b>Commencement</b>	<b>22</b>
<b>18</b>	<b>Amendments</b>	<b>22</b>

## **Background**

These Regulations are intended to facilitate the operational efficiency of Plymouth Market and apply to all Traders irrespective of whether they occupy a Shop, Stall, Bench or any other Trading Position or Storage Unit at the Market, and whether they are a Tenant, Licensee or other user.

These are the Regulations referred to in Leases, Licenses and any other Written Agreement concerning Shops, Stalls, Benches or any other Trading Position or Storage Unit at Plymouth Market.

These Regulations do not affect the rights and obligations contained in any Lease relating to any Shop at Plymouth Market and in the event of any conflict between these Regulations and any Lease the Lease shall prevail. Nothing in these Regulations shall be taken as conferring any security of tenure whatsoever upon any Trader or any other person to whom they apply within the meaning of the Landlord and Tenant Act 1954 or any similar subsequent relevant enactment.

## I. DEFINITIONS

- I.1 **“the Council”** means the Council of the City of Plymouth of Ballard House, Plymouth, PL1 3BJ.
- I.2 **“Market”** means Plymouth Market including all space within adjoining or abridged with the main building used for equipment and machinery offices and/or storage and/or display and/or trading as surrounded on 3 sides by Cornwall Street, New George Street and Frankfort Gate Plymouth, Devon as shown on the plan attached to these regulations
- I.3 **“the Manager”** means the person appointed from time to time to manage the Market or such other officer or person appointed by the Council to have overall responsibility for the Market or his delegated representative and whose address for correspondence purposes is “The Manager, Plymouth Market Office, Cornwall Street, Plymouth, PL1 1PS
- I.4 **“Market Officer”** means an employee or representative appointed from time to time by the Council to have responsibility for the day-to-day supervision of the Market under the control and delegation of the Manager
- I.5 **“the Market Office”** means an office or space designated from time to time and appropriately signed by the Manager for the conduct of market management business.
- I.6 **“Applications Panel”** means a panel comprising at least two of the Manager, Assistant Manager and Chair of the Association.
- I.7 **“Shop”** means a room or enclosable space at the Market occupied under the terms of a Lease or other Written Agreement used or intended to be used for storage and/or display and/or the sale of goods and/or services.
- I.8 **“Stall”** means a compartment enclosed or partially enclosed space at the Market occupied under the terms of a Licence or other Written Agreement used or intended to be used for storage and/or display and/or the sale of goods and/or services.
- I.9 **“Bench”** means any standing bench pannier table barrow place pitch or space at the Market occupied under the terms of a Written Agreement used or intended to be used for the display and/or sale of goods and/or services.
- I.10 **“Trading Position”** means any Shop Stall or Bench extending to the Trading Line or any space bounded by one or more Trading Lines.
- I.11 **“Storage Unit”** means a self-contained store or room or enclosable space at the Market to be used solely for storage decanting or unpacking and packing of those goods specifically authorised by the Manager.
- I.12 **“Lease”** means a tenancy granted by the Council for a term of years
- I.13 **“Tenant”** means any person who is a lessee under the terms of a Lease at the Market
- I.14 **“Licence”** means a written document that is not a Lease granting limited rights by the Council to occupy and/or perform an activity at the Market
- I.15 **“Licensee”** means any person granted a Licence at the Market
- I.16 **“Occupier”** means any person authorised in writing by the Manager other than by way Lease or Licence to store display trade or perform an activity at a Trading Position or Storage Unit at the Market
- I.17 **“Trader”** means any Tenant Licensee or Occupier
- I.18 **“Written Agreement”** means any document in writing including a Lease, Licence, Consent to Trade or Storage Agreement detailing terms between the Council and any

- person occupying a Trading Position or Storage Unit but excluding a letter or other form of correspondence
- I.19 **“Fee”** includes all payments charges rents and fees to be paid by a Trader
- I.20 **“Daily Trader”** means a Trader with the period of assured occupancy for one calendar day only trading from a Bench
- I.21 **“Weekly Trader”** means a Trader with the period of assured occupancy for one Trading Week only
- I.22 **“Assistant”** means any person employed by a Trader whether on a verbal or written contract and whether paid or not and registered and approved by the Manager as an assistant in accordance with Regulation [2.9].
- I.23 **“Trading Line”** means the line permanently or temporarily marked by the Manager on the floor at the Market in front of and/or at any side of a Trading Position and indicating the extent of the Trading Position whether these are temporary or permanent lines marked on a surface or a line or planar surface denoted by a line in space or as depicted on a plan attached to a Written Agreement or by written description or any other reasonable method devised from time to time by the Manager including the use of traffic cones or poles or tape
- I.24 **“Product Line”** means a range of products within one ‘generic description’ as determined solely by the Manager. *[An example would be ‘household cleaning products’ which could include such products as ‘floor cleaning cloths’, ‘J’ cloths’, ‘floor polish’, ‘furniture polish’, ‘metal polish’, ‘domestic detergents’, ‘domestic hand held scrubbing brushes’, ‘pot scourers’, ‘dusters’, ‘mops’, ‘household brooms’, ‘dustpans’, ‘floor sweeping brushes’, ‘carpet sweepers’ but may not be permitted to include such products as ‘car polish’, ‘hair shampoo’, ‘nail brushes’, ‘industrial/ commercial steel wool’, ‘rolls of cheese cloth’, ‘yard brooms’, ‘platform brooms’, ‘dustbins’, ‘plastic bags’, ‘electric vacuum cleaners’, ‘electric floor polishers’, ‘replacement brushes for electric floor scrubbers’.]*
- I.25 **“Application Form”** means the form issued to any person seeking consent from the Manager to occupy any Trading Position or Storage Unit within the Market
- I.26 **“Consent To Trade”** means the application form signed by the Applications Panel giving consent to a Daily Trader or a Weekly Trader to display and/or trade and/or conduct any activity at the Market and setting out the products or services he may display and/or trade and/or activity he may conduct
- I.27 **“Storage Agreement”** means an agreement issued to a Trader by the Council for the use of a Storage Unit
- I.28 **“Trading Week”** means a period from Monday or the first day in a calendar week when the Market is open to trade until and including the following Saturday or the last day in the same calendar week when the Market is open to trade. For this purpose a calendar week is a seven-day period from Monday to the subsequent Sunday
- I.29 **“Commencement Date”** means the date specified in a Written Agreement as being the date from which the Fee becomes payable by any Trader which date will be a Monday in any Trading Week except in relation to Daily Traders
- I.30 **“Shoppers Charter”** means the document adapted by the Manager from a synopsis of a consumer’s rights in law as a charter for all those trading at the Market
- I.31 **“NICEIC”** means the National Inspection Council for Electrical Installation Contracting

- 1.32 **“IEE”** means the Institution of Electrical Engineers
- 1.33 **“Representative”** means the Assistant employed by a Trader at a Trading Position who is designated as the Trader’s manager in the Trader’s absence from the Trading Position
- 1.34 **“Association”** means the Plymouth Market Traders Association
- 1.35 **“Head of Land”** means the Head of Land and Property or such other officer of the Council as is responsible for the Market
- 1.36 **“Head of Legal”** means the Head of Legal Services for the Council for the time being
- 1.37 In these Regulations “sell” means display, exhibit, offer or expose for sale and “sold” means displayed, exhibited offered or exposed for sale
- 1.38 In these Regulations words importing the masculine gender shall be deemed to include the feminine and the singular to 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.
- 1.39 In these Regulations words in italics denote explanations/illustrations to be read to aid interpretation and are not part of the Regulations.

## **2. APPLICATIONS TO TRADE**

- 2.1 All persons wishing to be a Trader or carry out any activity at the Market shall complete the appropriate Application Form as provided by the Market Office with details of their names and addresses, business name, proposed business trade and activity and register the Application Form and a business plan setting out details of their proposed business with a Market Officer.
- 2.2 In the case of the business being a charity its Charitable Name and Registered Charity number with proof of registration with the Charity Commission should also be submitted to the Market Officer, with the Application Form together with details of the Charity’s representative.
- 2.3 All persons who wish to utilise a Storage Unit or carry out any other approved practice in addition to/or other than trading at the Market shall in addition to completing the relevant sections of an Application Form provide a written letter or where available complete the appropriate Application Form as provided by the Market Office detailing as appropriate the products he wishes to store and/or display and/or services he wishes to perform and/or details of any activity he wishes to carry out at the Market.
- 2.4 All persons wishing to trade and all persons working in the Market must be eligible to work in the United Kingdom. Traders must provide the appropriate supporting evidence, upon request, to the Manager, the Council or any other appropriate authority confirming the eligibility of themselves and their Assistants to work in the United Kingdom.

It is a criminal offence under section 8 of the Asylum and Immigration Act 1996 to employ a person aged 16 or over who is subject to immigration control unless:

- That person has been given valid and subsisting leave to be in the United Kingdom by the Government, and that leave does not restrict them from taking the job in question; or
- The person comes into a category where employment is allowed.

- 2.5 The Applications Panel will consider applications for vacant Trading Positions against the following criteria:
- 2.5.1 the need for the particular trade stated on the Application Form and for preserving a proper balance of trades on the Market
  - 2.5.2 the desirability of allowing the continuity of a business following retirement or bereavement
  - 2.5.3 the conduct of the Trader, including any failure to comply with these Regulations or any legislation or byelaws relating to the Market
  - 2.5.4 the Trader's financial suitability including any arrears owed to the Council
- 2.6 The Council will notify the applicant if their application to become a Trader has been successful, together with any conditions attached, within 30 days of the Applications Panel considering the relevant application.
- 2.7 If a Written Agreement is granted then the person or persons named on the Application Form will be the Trader for the purposes of these Regulations. If two or more people apply to be joint Traders both applicants must sign the Written Agreement and the applicants will be jointly and severally responsible for complying with the provisions of the Written Agreement and these Regulations.
- 2.8 Any applicant refused a Licence or Consent to Trade can appeal in writing to the Head of Land within 14 days of the refusal. The decision of the Head of Land is final.
- 2.9 The Council may, at the discretion of the Manager, permit one Assistant to be designated by the Trader as his manager in the Trader's absence from the Trading Position but no Trader shall employ a manager or person to run his business at the Market without the prior written consent of the Manager by use of an Application Form properly completed and signed by the Trader and the grant of a Written Agreement signed by the Manager.
- 2.10 The Council may, at the discretion of the Manager, permit the registration of a specified number of persons to be Assistants designated by the Trader to work at and assist him conduct his business at the Trading Position. All Assistants will be subject to the approval of the Manager and Traders shall notify the Council in writing of the name, address and national insurance number of any Assistant which they employ at a Trading Position and details of any change of Assistant or any other relevant information regarding an Assistant shall be given in writing to the Council. Traders are required to provide the Market Office with two passport size photographs of an Assistant, a copy of a valid passport and proof of address and national insurance number.
- 2.11 No Written Agreement shall be granted and no Trading Position shall be allocated until evidence of the Insurance cover required in Regulation [10.1] has been provided to the Market Office.
- 2.12 Traders will be required to attend an induction meeting at the Market Office and will be asked at that meeting to sign a Written Agreement which will set out the conditions for sale of agreed products and/or services and/or other permissible activities and the Trader will agree a date with the Manager for entry onto the Trading Position together with a Commencement Date.
- 2.13 Any Written Agreement issued is personal to the specified Trader who shall not assign or share any of the privileges granted nor shall he sublet or share the occupancy of all or any part of the Trading Position or Storage Unit except in the circumstances mentioned in Regulation [2.10].

- 2.14 No person shall be allocated a Trading Position or Storage Unit until the appropriate Written Agreement duly authorised dated and signed on behalf of the Council has been issued to him.
- 2.15 The Commencement Date will be as set out in the relevant Written Agreement irrespective of any delay by the Trader in his commencement of approved activities at the Market.
- 2.16 Any variation required by the Trader in the particulars given in the original or current Written Agreement shall be submitted by the Trader in writing and if the new particulars are acceptable to the Manager and/or the Applications Panel the Trader shall be notified on a new Written Agreement which shall supersede any previous Written Agreement in every regard.
- 2.17 Applications for new or additional stalls, the sale or transfer of a business or product changes or extensions will not be considered whilst the applicant is in breach of these Regulations, including being in arrears with payment of the Fee.
- 2.18 The Manager or a Market Officer must be notified in writing within 14 days of any changes to the information that a Trader has registered with the Market including but not limited to change of address, change of insurers, change of Assistants and staff.

### **3. ALLOCATION OF TRADING POSITIONS OR STORAGE UNITS**

- 3.1 The Manager shall have sole discretion as to the number and location of the specific Trading Position(s) or Storage Unit allocated to any Trader.
- 3.2 Each Trading Position or Storage Unit is numbered and approved applicants will be allocated an initial location number upon receiving the relevant Written Agreement provided that no Trader shall be initially allocated more than 6 Trading Positions and/or two Storage Units except as part of a 'special offer' or approved advertised price reduction scheme with a specified time limit or at the discretion of the Manager.
- 3.3 Shops are allocated on terms agreed with the Council's Head of Land and Property. The Council may at the sole discretion of the Manager let a Trading Position or Storage Unit with authorisation for any other activity at the Market by way of a Licence or other Written Agreement.
- 3.4 Stalls are allocated for a Trading Week only except in exceptional circumstances at the discretion of the Manager. The Fee for a Stall granted to a Weekly Trader is due weekly in advance unless otherwise stated in the Written Agreement.
- 3.5 Benches are allocated on a daily basis only and the Fee for Benches is due daily in advance.
- 3.6 Storage Units are allocated for such period as is agreed by the Manager and will be let by way of a Written Agreement.
- 3.7 Payment made weekly or for any period in advance of the payment due date will not prejudice the fact that the Trading Position or Storage Unit is let to a Trader and if the Manager terminates or withdraws the right of the Trader to occupy a Trading Position or Storage Unit the Trader will be entitled to a refund of the unused portion of the Fee paid.
- 3.8 The allocation of Trading Positions shall be in accordance with the Council's allocations policy and at the sole discretion of the Manager first priority will be given each day to any Trader who commits to regularly trade on the Market for six days each week (or

more than other Traders) offering unique lines considered as enhancing the Market's diversity and attractiveness to customers.

- 3.9 The Council reserves the right at all times to change the layout and the location of Shops, Stalls, Benches and Storage Units at the Market or any part of the Market temporarily for a specified time or purpose or for an indefinite period and to relocate Traders to any Trading Position at the sole discretion of the Manager, giving no less than one weeks notice in writing except in an emergency and no compensation or recompense will be payable for such change or relocation.

#### **4. TRANSFER OF LICENCES**

- 4.1 The Licensee of a Stall has no right to transfer his Licence. However if he has been a Licensee of a Stall carrying on the same one business at the Market for more than 3 consecutive years or such lesser period as may the Manager may agree at his sole discretion ("qualifying licensee") he may nominate another person ("the nominee") to take a licence of the Stall from which he has been operating and transfer the goodwill of the business at a fair price which shall be agreed between the qualifying licensee and the nominee subject to complying with the following conditions:
- 4.1.1 the qualifying licensee must make a formal written request to the Manager giving details of the nominee at least four weeks before the proposed transfer and requesting to terminate his Licence
  - 4.1.2 the qualifying licensee must have paid the Fee and any other monies due to the Council whether or not related to the Stall up to and including the date of the proposed transfer
  - 4.1.3 the nominee must be approved by the Manager and provide to the Manager a satisfactory reference from a previous employer or equivalent
  - 4.1.4 the nominee must not have previously had a Licence terminated or been suspended by the Council at the Market or be in arrears to the Council
  - 4.1.5 the nominee must complete a new standard licence agreement before the date of the transfer
  - 4.1.6 the nominee providing written proof of public and product liability cover and employer's liability insurance (if relevant) as required by paragraph [10.1].
- 4.2 Alternatively and also at its entire discretion the Applications Panel may allow the nominee to enter into a licence of an alternative stall in the Market.
- 4.3 If a qualifying licensee makes a formal written request to the Manager in accordance with clause 4.1 then the Council shall not grant a licence for the qualifying licensee's Stall or a Consent to Trade for that same business to any other person until the Council has received written notification that the price if any for the goodwill has been determined accordingly.
- 4.4 A nominee who has purchased goodwill from a qualifying licensee must carry on the business and product lines of the qualifying licensee for the period of 52 weeks after the transfer and commencement of his Licence.
- 4.5 If a nominee desires to carry on an alternative business other than that of the qualifying licensee and the Applications Panel is in agreement then the Council will grant a Licence for the alternative business but the nominee who is granted Licence for the alternative business shall be obliged to carry on that alternative business for a period of no less than 52 weeks after the commencement of his Licence.

## **5. ALLOCATION OF PRODUCT LINES**

- 5.1 A Trader shall at the time of completing his initial Application Form in accordance with Regulation 2 submit to the Manager a detailed and specific list of products within one or more Product Lines or services he wishes to trade or sell at the Market and this cannot be amended except in accordance with Regulation [2.16]. Non-specific generic terms such as “household goods”, “gifts” and “fancy goods” without further definition or lists of specific individual goods or services will not be accepted.
- 5.2 On receipt of an Application Form the Applications Panel will determine the Product Line or amended Product Line to be sold by a Trader after giving consideration to the following:
- 5.2.1 Would the product or service adversely affect existing Traders and if so, is it a core element of the applicant/current Trader’s business?
- 5.2.2 Could the applicant/Trader in this commodity trade without this element of the business?
- 5.3 Only products and services that have been approved by the Manager in the Written Agreement shall be sold or stored by the Trader at the Market and the Manager may ask a Trader who is selling any unauthorised goods to remove such goods. Repeated breaches of this Regulation shall be deemed to be serious misconduct and may result in the suspension of a Trader.
- 5.4 If the Trader wishes to vary the goods or services offered then he shall submit such request in writing and only if and when accepted and approved in writing by the Manager through the issue of a new Written Agreement which will supersede any previous Written Agreement may the Trader store or sell such product or services at the Market.
- 5.5 The Manager may from time to time classify certain products or services as “restricted product lines” whereby no existing Trader who does not already have permission to trade in this Product Line or new Traders at the Market will be granted permission to trade in these lines nor be permitted to store or sell these restricted product lines. Such classification shall be kept under review.
- 5.6 The Manager may from time to time classify certain products or services as “seasonal product lines” whereby no existing or new Traders at the Market will be permitted to store or sell at their Trading Position these “seasonal product lines” during certain periods of the calendar year.
- In particular no application to introduce or add specific products within the Product Lines encompassing, in the sole opinion of the Manager, Toys, Games Jewellery, Cosmetics and Toiletries, Christmas Cards, Christmas Wrapping Paper or Christmas Decorations by another Trader not already dealing in these lines will be considered between 1<sup>st</sup> September and 31<sup>st</sup> December in any calendar year.
- 5.7 Whilst the Council will endeavour not to permit more than five Traders to sell identical Product Lines within the Market no warranty is given in this respect and more than five Traders may be permitted to sell similar goods even from Trading Positions in the same vicinity.
- 5.8 The Trader shall comply with all law regulations or licences applicable to the product or service he trades in sells or provides. In particular any Trader selling second hand or

previously owned electrical equipment shall have a current Portable Appliance Test (PAT) certificate for every item stored or sold by the Trader at the Market.

## **6. FEES AND CHARGES**

- 6.1 Fees are payable from the Commencement Date and for Weekly Traders two weeks Fee is due no later than the Friday immediately prior to the Commencement Date and thereafter Fees are payable weekly in advance paid directly to the Market Officer every Friday morning by cash, cheques or debit card.
- 6.2 When a Weekly Trader gives notice to leave no Fee is collectable on the Friday of the final week of occupation.
- 6.3 A Fee for two weeks must be paid on the Friday prior to the Christmas Trading Week.
- 6.4 The correct Fee is to be tendered in cash by debit card or cheque. No change is available.
- 6.5 If a Trader pays his Fee by cheque and a cheque bounces on three occasions cheques will no longer be accepted as payment by that Trader.
- 6.6 A Weekly Trader who fails to pay the Fee due on demand on the first occasion will be considered to be in arrears and has until the following Friday to pay the Fee.
- 6.7 A Weekly Trader who fails to pay the full Fee due on demand two weeks in succession will be considered in arrears and has until mid-day the following Monday to make payment of all arrears. Failure to pay all overdue Fees on or before mid-day on the relevant Monday will result in the total amount due payment being raised as a debtor's invoice in the Council Debtor's System and the matter being handed over to the Council debt collection service for recovery together with all relevant interest and collection fees. At the Manager's discretion the Written Agreement may also be withdrawn and action taken to secure the Council's premises and/or monies due.
- 6.8 A Daily Trader who fails to pay the full Fee due on demand will be considered in arrears and will have until mid-day the following working day to make payment in full or vacate the Bench. By failing to pay the Fee due on a Bench the Consent To Trade to a Daily Trader automatically expires and the allocation of any Trading Position is not granted. Failure to vacate and remove all products may result in action being taken to secure the Council's premises and/or additional costs incurred as a result.
- 6.9 Non payment of Fees may result in the termination of any Written Agreement
- 6.10 Except in the case of Leases the Council is entitled to review the Fee every year
- 6.11 Traders will be invoiced monthly in arrears for all charges for electricity consumed at their Stall based on actual meter readings. All charges shall be paid by a Trader by direct debit or Paypoint on a monthly basis in arrears. Charges for electricity are subject to change by the electricity supplier.
- 6.12 Any Trader in arrears with their Fee or any charges for electricity will be subject to the disciplinary procedures detailed in Regulation [15].
- 6.13 A Trader who has been suspended must continue to pay the Fee for his period of suspension if he wishes to return to his Trading Position following his suspension.

## **7. OPENING AND TRADING TIMES**

- 7.1 The Market shall be open to trade Monday to Saturday each week (except Bank Holidays) from 8.00am to 5.00pm every day except on Wednesday when it will close at 4.30pm. The Trader shall not sell any goods or services at the Market at any time other than the hours appointed by the Council for the holding of the Market.
- 7.2 The core trading time when all Traders must be present are Monday to Saturday each week (except Bank Holidays) from 9.30am to 4.30pm every day except on Wednesday when the core trading hours are 9.30am to 3.30pm.
- 7.3 All Traders must be on site and open for business during the core trading times. Repeated failure (ie more than four occasions in any 28 day period) shall be deemed to be a breach of these Regulations and may result in the Traders suspension
- 7.4 All Traders, except by prior arrangement and permission of the Manager, must vacate the Market no later than 30 minutes after the Market is closed to the Public.
- 7.5 During the core trading times all Trading Positions must be open and have at least one person available to serve. During the period between 11.00 am and 2.30 pm it is permissible for one person to attend an adjacent Trading Position but for periods in excess of one hour the Trader or his Assistant must be present on duty.
- 7.6 Exceptions to these opening hours and attendance shall only be made in cases of emergency or exceptional hardship at the sole discretion of the Manager who may require independent evidence such as a Doctor's letter. If an exception is agreed the Manager will confirm this in writing to the Trader and will state any conditions as to continued discretionary relief from this Regulation. Such written exceptions will be for a specified period after which they will be reviewed.
- 7.7 All Traders are encouraged to support additional shopping hours as decided by the Manager following consultation with the Association's Committee representatives. Any decision to open the Market for additional shopping hours on Bank Holidays certain Sundays and late-night opening prior to Christmas will be advised not less than four weeks prior to any such period by a notice posted on a Notice Board within the Market accessible to Traders and the Public.
- 7.8 No Trader shall be obliged to trade during agreed additional shopping hours on a Bank Holiday Sunday or in the lead up to Christmas when the Market is open in accordance with Regulation 7.7 but Daily Traders not wishing to trade on a Bank Holiday Sunday or in the lead up to Christmas when the Market is open shall at the sole discretion of the Manager be required to pay the day's Fee or clear their Trading Position to enable it to be let as a vacant Trading Position.

## **8. ABSENCE FROM THE MARKET**

- 8.1 All Traders and their Representatives are required to notify the Manager of intended holidays maternity leave and planned absence wherever possible not less than one week in advance of leaving their Trading Position and must not exceed four weeks in any calendar year, unless exceptional circumstances exist and the prior approval of the Manager is granted.
- 8.2 Any Trader or their Representatives unable to attend the Market due to sickness or other unexpected reason shall inform the Manager or leave a message on the Market Office telephone answering service as soon as possible on or before the first day of absence giving an indication of the likely length of absence.

- 8.3 Absences due to sickness extending beyond one week must be supported by a Medical Certificate and further certificates must be furnished upon request to the Manager. Absences, including those supported by a Medical Certificate, will be subject to the full charge appropriate to the Trading Position. Absences exceeding four weeks in any calendar year and absences which have not been notified to the Manager at least one week in advance will be subject to the full charge appropriate to the Trading Position.
- 8.4 Should the Trader wish to reserve his Trading Position but not trade from it while absent for any reasonable purpose and for a reasonable period of time associated with that reason then he may be permitted to do so with the prior written approval of the Manager (such approval shall only be given for reasonable circumstances solely at the discretion of the Manager.) Any person given such written approval will comply strictly with any special conditions imposed upon such permission, which will include the payment in advance of all Fees for the full period of anticipated absence.
- 8.5 Should the Trader wish to take leave of absence for any reasonable purpose and to close his business with the intention of returning at some specified date then the Manager may give an undertaking not to allocate the same Trading Lines to existing or new Traders at the Market during his stated absence should this be for a reasonable time considering the purpose of the absence but in any event not usually for a period in excess of six calendar months.
- 8.6 Any Daily Trader not granted a Consent To Trade or allocated a Trading Position or Storage Unit or who has not paid his Fee and is absent on any day when the Market is open to trade or any Trader whose Written Agreement has expired or whose Fee is overdue for more than 14 days following a final demand is not entitled to leave property at the Market.
- 8.7 Any property left at the Market by:
- 8.7.1 a Daily Trader not granted a Consent To Trade or Storage Agreement or who has not paid his Fee and is absent on any day when the Market is open to trade or
- 8.7.2 any Trader whose Written Agreement has expired or whose Fee is overdue for more than 14 days following a final demand or
- 8.7.3 any Trader who is absent for no stated reason and makes no contact or seeks to negotiate terms for his absence for more than two consecutive days when the Market is open to trade but leaves products or goods or equipment at the Market
- may be removed by the Manager from the Trading Position or Storage Unit. Market staff will not be responsible for any loss or damage occurring in such circumstances and the Council reserve the right at the discretion of the Manager to charge the Trader for such removal storage and disposal costs as are incurred. Such net costs after allowing for any income earned from the disposal by sale at auction or otherwise of the property or charges are due on demand and recoverable from the Trader by use of a debt collection agency with all charges interest and recovery costs incurred added to the amount recoverable to the Council. Should the income gained exceed costs then the Council may be held accountable for the principle sum but not for interest on written demand by the Trader.
- 8.8 The Manager will give favourable consideration to the allocation of a Trading Position on a Trader's return from absence irrespective of his reason for absence unless he left the Market in unsatisfied debt to the Council but the granting of a Written Agreement will be subject to availability and no warranty can be given in this respect.

## **9. HEALTH AND SAFETY**

- 9.1 Traders will observe and comply with all regulations and all requirements of the Health and Safety at Work etc Act 1974 and also any other regulations relating to any Assistants so far as they relate to the Trading Position, Storage Unit and the business of the Trader carried on at such places. Traders must have the health and safety equipment appropriate to the trade being carried on at the Trading Position (eg fire blankets for cafes).
- 9.2 No Written Agreement to sell food at the Market shall be granted until the Manager has received from the Trader satisfactory proof of registration with the Council's Environmental Health Department. Details of how to register, guidance on various food hygiene regulations and Food Safety Acts and an information pack and the application form for registration of food premises are available from the Market Office or on application to the Environmental Health Department of the Council.
- 9.3 No smoking is permitted at the Market inside the Market building including in the toilets and offices on the stairways and in sluice rooms and washrooms in stores or Storage Units and in the Market entrances or their immediate environs and wherever a 'NO SMOKING' sign is displayed.
- 9.4 Traders may not change add to remove or alter the electric wiring and fittings provided by the Council at a Trading Position or provide any other kind of lighting except with the prior written consent of the Manager.

Any works approved by the Manager must be carried out by an NICEIC/IEE registered contractor and proof of such certification must be provided to the Market Office before any such works commence. A NICEIC/IEE electrical certificate will be required for any electrical work done and a Gas Safe registered fitter will be required to carry out any work on gas equipment or installation and issue the appropriate certificate.

Any repairs or amendments required to the electrical wiring at a Trading Position will be the Traders sole responsibility.

Traders must provide a current NICEIC/IEE electrical certificate for all fixed wiring and portable electrical equipment at the Trading Position or Storage Unit allocated to him on request by the Manager or Market Officer. All costs attributable to approved work carried out at the request of the Trader associated testing and equipment costs will be at the expense of the Trader.

All electrical equipment used at a Stall shall display a safety tag to demonstrate that the equipment has passed the necessary safety test and the date on which it was last tested.

- 9.5 No electrical heater shall be used at the Trading Position or in a Storage Unit unless its use has the prior written approval of the Manager and is of the type approved by the Manager from time to time and has a current NICEIC/IEE test certificate. No portable gas appliance whether for heating or any other purpose or gas cylinder or container is permitted anywhere at the Market.
- 9.6 Traders shall not employ a child under the age of 14 years. Children over the age of 14 years may be employed at a Trading Position provided that the Trader first applies to the Manager for approval to employ such a person and obtains a work permit from the Council which permit must be produced to the Manager at the time of application and subsequently on demand. Traders shall ensure that they comply with the conditions of any permit at all times. Traders must comply with the provisions of the Children and

Young Persons Act 1933 as amended, the Employment of Children's Act 1973, the Education Acts and any other relevant Act, Local Act and Byelaws. A written record shall be kept of the hours of work of any young person employed together with the duties performed. This record shall be produced to an Authorised Officer on request.

- 9.7 No child under the age of 14 shall be permitted within any Trading Position without the prior written approval of the Manager, which will only be given in exceptional circumstances for a specified period of time.
- 9.8 The Council will dispose of all trade waste generated by Traders from their Trading Position. The Council will not be responsible for disposing of any waste brought into the Market from outside and is unable to dispose of certain items including refrigerators, microwaves and halogen heaters. Traders are responsible for preparing waste for disposal and moving it to the designated disposal point or otherwise in accordance with the requirements of the Manager which may alter from time to time. The removal of any waste brought into the Market from outside will be charged to the Trader.

## **10. INSURANCE AND LIABILITY**

- 10.1 Each Trader must maintain an insurance policy with a reputable insurer, to a minimum of £5 million cover against public liability and product liability and where relevant Employer's Liability Insurance cover of at least £10 million and provide to the Manager or a Market Officer on demand proof of such insurance cover.
- 10.2 Traders shall maintain an insurance policy with a reputable insurer for cover against the damage and loss of their stock, fixtures and fittings at their Trading Position, howsoever caused.
- 10.3 Traders shall indemnify the Council against all and any claims or demands (whenever made) and all costs and expenses incurred by the Council relating to or arising out the use of the Trading Position, Storage Unit or any other facility provided by the Council in respect of the Market by the Trader and any claims which may at any time be made against the Council (whether under the Occupiers' Liability Act 1957 or otherwise) in relation to the Trading Position or Storage Unit (including any claim made by any Assistant) arising wholly or in part from any act or omission of the Trader
- 10.4 The Council shall not be liable to a Trader or any person engaged on the Trader's behalf at the Market for any loss or injury caused by reason of any act of neglect or default of any other Trader or his or her agent or member of the public unless the personal injury has been caused by the negligence of the Council or its officers
- 10.5 Traders shall have no claim for compensation for loss of goodwill or otherwise on the termination of his Written Agreement or at any other time
- 10.6 Failure to provide a copy of valid insurance to the Market Office will be deemed to be serious misconduct and may result in the suspension of the Trader
- 10.7 Traders must notify the Market Office of any changes in insurance and provide copies on request and on annual renewal
- 10.8 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 that Trader or anyone working with the Trader has caused the damage.

## **II. STALLS AND TRADING POSITIONS**

- 11.1 No alterations changes or additions are to be made to any part of a Trading Position without the prior submission of plans to and written approval of the Manager. Traders must provide a suitable scale drawing or photograph with dimensions and/or samples of colours and materials to be used. For the avoidance of doubt this includes the driving of any nail screw staple or fixing of any kind the fixing or hanging of notices signs or any other object into or onto a Trading Position.

Before commencing any works to a Trading Position Traders must supply copies of method statements and risk assessments where deemed necessary by the Manager. If the Trader is using a contractor he must provide details of the contractor, the works to be undertaken and tools to be used to the Market Office before the works commence.

Any approval granted by the Manager may subsequently be revised or withdrawn following an official complaint a change in the law or of the perception of the public in the sole judgement of the Manager.

- 11.2 Traders must not install or have installed any cables whatsoever (including data or electricity) at their Trading Position without the prior written consent of the Manager. Any unauthorised cables will be removed without notice and the Council will have no responsibility for any damage caused or loss suffered by their removal.
- 11.3 Traders shall display at all times while at the Trading Position on the fascia of the Shop Stall or Bench or at some other prominent position authorised by the Manager a standard name board of a type approved in advance in writing by the Manager stating legibly and conspicuously the number of the Trading Position(s) and name of the Trader or the registered business name or the name of the charity registered by the Trader. In order to properly consider a request for signage the Manager may require the Trader to make an application for approval in writing and/or to provide a suitable scale drawing photograph and or samples of materials and colours to be used in the construction of the sign.
- 11.4 No sign poster display board or similar item shall be displayed unless it is connected with the approved business being undertaken at the Trading Position in accordance with the Written Agreement granted and has the prior written approval of the Manager. All such signs or display material shall comply with the Trade Description Act 1968 and shall not be in any way misleading or liable to give offence in the sole judgement of the Manager. In order to properly consider a request for signage the Manager may require the Trader to make an application for approval in writing and/or to provide a suitable scale drawing photograph and/or samples of materials and colours to be used in the construction of the sign. Any approval granted by the Manager may subsequently be revised or withdrawn following an official complaint, a change in the law or of the perception of the public in the sole judgement of the Manager. Traders must not advertise external businesses from their Trading Position nor may they advertise an ancillary business if it is deemed by the Manager to have a detrimental effect on other Trader's core business.
- 11.5 The Council provides an electricity supply of a maximum of 10Amp to Stalls and Traders are responsible for paying the cost of electricity used at their Stall to the Council in accordance with Regulation [6.11]
- 11.6 The Manager and the Market Officers have the right to access a Trading Position at any time in order to carry out inspections and to access the Council's electrical switchgear.

- 11.7 When a Trader leaves the Market or vacates a Trading Position or Storage Unit he must make good at his own cost any damage caused to a Trading Position by the removal of any trade fixtures, fittings or approved installations before giving the Trading Position back to the Council. The Council reserves the right to charge a Trader for the cost of any repairs incurred by such removal.

## **12. CONDUCT IN THE MARKET**

- 12.1 All Traders are responsible for ensuring that their Assistants comply fully with these Regulations and the conditions of their Written Agreement and for the conduct of the business or activity at the Trading Position or Storage Unit and the conduct of their Assistants at the Market.
- 12.2 All Traders will sign up to and observe the terms of the Shoppers Charter and display it prominently at their Trading Position.
- 12.3 No Trader shall permit anyone other than his Representative or Assistant to conduct sales at his Trading Position.
- 12.4 No person other than a Trader or Assistant shall be permitted at any Trading Position without the prior written approval of the Manager which will only be given in exceptional circumstances for a specified reason and for a specified period of time. Such permission is to be presented on demand to any Council Officer, police officer or Officer of the Court and the Trader shall ensure that any conditions in such permission are complied with at all times.
- 12.5 No insect, snake, bird or other animal, whether owned as a pet or not is permitted at a Trading Position or Storage Unit without the prior written approval of the Manager which will only be given in exceptional circumstances for a specified period of time. Such permit to be presented on demand to any authorised Council Officer Officer of the Law or Officer of the Court and the Trader shall ensure that any conditions on the said permit are complied with at all times.

*[For the sake of clarity "assistance dogs" are permitted to visit the Market with their owners while shopping for the reasonable period of a visit for such a purpose; pet animals may be carried in Traders vehicles while parked at the Market for a short time although no such pet animal shall be left inside a vehicle for a protracted period at the Market and this regulation is not applicable to a Pet Shop at the Market for which a Consent To Trade as such has been granted by the Manager and which is registered in accordance with the Pet Animals Act 1951 or any relevant associated or subsequent legislation.]*

- 12.6 Traders shall keep Trading Positions clean tidy and well and properly stocked with good layout and all products or services priced in accordance with the Prices Act 1974. He shall keep the Trading Position properly attended and use his best endeavours to make it attractive for the sale of the particular goods or services approved by the Manager in the Written Agreement.
- 12.7 Traders shall conduct their business and use the Trading Position for retail sales only. Traders shall not use their Trading Position for the sale of goods or merchandise by wholesale and will not carry on any retail trade or business except that approved by the Manager and stipulated in the Written Agreement.
- 12.8 No Trader will bring onto the Market store or sell at the Market any firearm drugs (including legal highs) illegal stolen or counterfeit goods.

- 12.9 No Trader will bring onto the Market store or sell at the Market alcohol or any goods of an explosive or inflammatory nature without the prior written permission of the Manager at his sole discretion on each and every occasion. Any person granted permission shall comply strictly with any special conditions imposed upon such permission, which will be subject to amendment at any time solely at the discretion of the Manager. *[These will include compliance with the law and may include among others, age restrictions for the person conducting the sale as well as the buyer, display regulations, separation of certain products from others, stocking levels, packaging and stock control routines.]*
- 12.10 No Trader will bring onto the Market or sell at the Market any knives for non culinary purposes swords ornamental weapons or any replica of these or any similar items which in the opinion of the Manager are considered as a dangerous weapon or to be a risk to anyone attending the Market except as provided in clause 9.17.
- 12.11 Tenants operating from Shops may with the prior consent of the Manager and the Head of Land sell knives, BB guns and air rifles on condition that they are registered with the local police force, hold all relevant licences and comply with the following safety measures at all times:
- 12.11.1 all knives must be stored in a locked cabinet
  - 12.11.2 all firearms (including replicas) must have trigger locks fitted and be secured to their display.
- 12.12 No trader will bring onto the Market or sell at the Market any pornographic sexual or salacious material including any photograph poster drawings video DVD film or other item of any kind without the prior written approval of the Manager which will only be given in exceptional circumstances. Any person given such written approval will comply strictly with any special conditions imposed upon such permission, which will be subject to amendment at any time solely at the discretion of the Manager. *[These will include compliance with the law and may include among others, age restrictions of the person conducting the sale as well as a requirement of proof of age of the buyer, display constraints, separation of certain products from others, stocking levels, packaging and stock control routines.]*
- 12.13 All goods shall be stored or sold within the curtilage of the Trading Position. No Trader shall place any goods which protrude beyond the Trading Line or more than 18 inches from the Stall or other designated area either on the ground, landings, vacant stalls, stairwells or preparation rooms and Traders shall keep all goods, crates, refuse and fittings within the area allocated to the particular Trading Position. No goods shall be stored or sold on the roof of a Stall. *[For the sake of clarity it should be understood that in exceptional circumstances prior application may be made to the Manager for short-term temporary use of other space including a designated area beyond the Trading Line and a designated part of the roads passageways routes and working areas at the Market for receiving deliveries unpacking goods and similar purposes. Applications for such use must be made on each and every occasion and may be granted by the Manager on such conditions and constraints, as he shall determine at his sole discretion.]*
- 12.14 Market staff are authorised to remove any property left outside the curtilage of a Trading Position at the Market following a request to the Trader to move it to ensure clear routes through the Market and in the interests of health and safety. Market staff will not be responsible for any loss or damage occurring in such circumstances and the Council reserve the right at the discretion of the Manager to charge the Trader for such removal storage and disposal costs as are incurred. Such net costs or charges are due

on demand and recoverable from the Trader after allowing for any income earned from the disposal by sale at auction or otherwise of the goods by use of a debt collection agency with all charges interest and recovery costs incurred added to the amount recoverable to the Council. Should the income gained exceed costs then the Council may be held accountable for the principle sum but not for interest on written demand by the Trader.

- 12.15 All goods which are hanging at a Trading Position are permitted to be displayed as follows:
  - 12.15.1 from single poles only without 'branches'
  - 12.15.2 pole and product may not protrude beyond the curtilage of the Trading Position or its Trading Lines including above the roof line
  - 12.15.3 a ground standing hanging rail is permitted provided no part of the rail or product hanging on the rail protrudes beyond the curtilage of the Trading Position or its Trading Lines.
- 12.16 All Traders must ensure that no property from the Trading Position shutter boards product goods boxes crates or similar items trucks trolleys or litter is left or deposited in any road avenue stairway or any place outside the curtilage of the Trading Position.
- 12.17 No vehicle may enter the Market building or be parked in the roadway or yellow-hatched areas of the vehicle parking area at the Market.
- 12.18 Fighting, the use of foul or abusive language, excessive shouting, loud music or noise or any other act which in the opinion of the Market Officer is or is likely to be considered a nuisance or annoyance to the public, other Traders or the Council is forbidden and any such behaviour may result in immediate suspension or cancellation of the Trader's Consent to Trade or Licence and withdrawal or refusal to allocate a Trading Position and/or Storage Unit.

### **13. OPERATIONAL REGULATIONS**

- 13.1 All Traders shall comply with the law including but not limited to, where relevant, the requirements of the Mock Auctions Act 1961, Sale of Goods Act 1979, Food Safety Act 1990 and any other statutory requirements or regulations which govern the sale of goods in markets and the lawful and reasonable instructions of the Manager and the Market Officers.
- 13.2 The Trader and his Assistants shall use all reasonable and proper care in the use of the Market and Stalls and of any equipment fittings or apparatus provided by the Council for use in the Market and no Trader or Assistant shall damage or deface any property of the Council and shall repay the cost of any or all such damage occasioned thereto, such costs to be determined by the Manager. Traders and their Assistants must leave in a clean condition after use the sinks, lavatory basins and urinals provided for them in the toilets and washrooms and sinks and equipment provided for the cleansing of produce and equipment in the washrooms and sluice-rooms and must report any damage immediately to the Market Officer.
- 13.3 No Trader shall sell goods or services at the Market by Auction.
- 13.4 The use of radios televisions monitor screens DVD's tape recorders and all similar equipment and the production or reproduction of music or performance must conform with current legislation and in particular the Copyright Designs and Patents Act 1988 and not cause a nuisance to other Traders the Council or the public.

- 13.5 Hawking shouting touting and the carrying of goods for sale at the Market is forbidden.
- 13.6 Traders and their Assistants visitors and members of the public are not permitted in the Waste Compactor Room or in any Council working area storage or electrical or mechanical equipment area or in the Council employee's Mess Room and wherever a relevant sign is displayed.
- 13.7 Traders must not touch or interfere with the electrical switchgear or control boxes located in Stalls, washrooms or other areas of the Market.

#### **14. PARKING**

- 14.1 Traders may use the loading bay located in the adjoining car park for a maximum of 20 minutes solely for the loading and unloading of goods.
- 14.2 Traders can apply for concessionary parking in Colin Campbell Court car park or for a monthly permit for Western Approach car park from the Council's Parking Services team. The terms and conditions regarding the use of such permits are contained in the Council's current off-street parking places order.
- 14.3 It is the sole responsibility of Traders to ensure that they display the correct valid parking ticket/permit. The Council will not be liable to any Traders for any penalties or fines incurred for failure to display the correct or a valid ticket/permit.

#### **15. MISCONDUCT PROCEDURE**

- 15.1 Breaches of these Regulations will normally be discussed with the Trader concerned as soon as the Manager is aware of any breach. Traders will normally be asked to correct any breaches or comply with any Regulations in the first instance. (*Verbal warning but letter to trader advising this has been recorded on his file*)
- 15.2 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 given to the Trader as soon as possible detailing the behaviour complained of. (*Written warning*)
- 15.3 Any written warning issued under 15.2 will remain active for a period of 6 months. If a further written notice is issued during this period the Trader will be suspended from trading for a period of no less than six days. The Manager will issue the Trader with a written notice stating the date on which the suspension commences and the reason for the suspension. (*Notice of suspension from market*)
- 15.4 The Council acting by two Market Officers or one Market Officer and the Chair of the Association or Head of Land will be entitled to immediately suspend a Trader or Assistant in the event of an incident of serious misconduct at the Market which shall include but not be limited to the following:
  - 15.4.1 fighting
  - 15.4.2 obscene, abusive or insulting language
  - 15.4.3 acts of dishonesty or theft
  - 15.4.4 indecency
  - 15.4.5 acts likely to cause physical injury or offence to any person

- 15.4.6 threatening, intimidating or violent behaviour
- 15.4.7 contravention of Regulation [12.8, 12.9 or 12.10]
- 15.4.8 acts bringing the Market into disrepute
- 15.4.9 offering bribes or inducements to Council staff
- 15.4.10 an offence in connection with the business carried out at the Trading Position for which legal proceedings have been instigated or are in the process of being compiled
- 15.4.11 failure to provide a copy of valid insurance cover to the Market Office
- 15.4.12 repeated breaches of Regulation 5.3
- 15.4.13 repeated breaches of Regulation 7.3 or
- 15.4.14 any matters deemed inappropriate by the Manager
- 15.5 In the event the Council suspends a Trader from the Market for any of the incidents listed in Regulation 15.4 the Trader will be issued a written notice by the Manager stating the date on which the suspension commences and the reason for the suspension.
- 15.6 A Trader may appeal any suspension within 14 days of receiving the notice of suspension referred to in 15.5 and the Manager will then convene an appeal hearing at the earliest opportunity and the Trader will be invited to that hearing and have the right to be heard by the Manager who will take advice from the Head of Legal and the Head of Land.
- 15.7 Within 14 days of the hearing the Manager in conjunction with the Head of Land and the Head of Legal shall give his decision (which shall be final and binding) in writing to either:
  - 15.7.1 to uphold the suspension or
  - 15.7.2 remove the suspension from the Trader's file
- 15.8 During any period of suspension the Manager has the right to restrict the access of the suspended Trader or Assistant to the Market.
- 15.9 If a Trader is suspended then the Stall must close for the period of the suspension and the Trader must pay the Fee for the period of the suspension before he is allowed to recommence trading in the Market.
- 15.10 If an Assistant is suspended then the Trader can continue to trade for the period of the Assistant's suspension.
- 15.11 The following are fundamental breaches of these Regulations and the Council may immediately terminate any Written Agreement on the occurrence of any of them:
  - 15.11.1 the Trader being convicted of a criminal offence relating to the sale or possession of any property or merchandise or to indecency or to child molestation or unlawful sexual acts or to his unacceptable behaviour in the Market.
  - 15.11.2 the Trader being suspended on more than three occasions in any two-year period.
  - 15.11.3 any breach of these Regulations which the Manager and the Association deem to be so serious to warrant immediate termination
  - 15.11.4 persistent non-payment of the Fee

- 15.12 Following termination of a Written Agreement the Manager will convene an appeal hearing at the earliest opportunity and the Trader will be invited to that hearing and have the right to be heard by the Manager who will take advice from the Head of Legal and the Head of Land.
- 15.13 Within 14 days of the hearing the Manager in conjunction with the Head of Land and the Head of Legal shall give his decision (which shall be final and binding) in writing to either:
- 15.13.1 allow the Trader to resume trading on a date and conditions decided by the Manager or
  - 15.13.2 suspend the Trader for a period exceeding six days but not exceeding six months or
  - 15.13.3 to permanently prohibit the Trader from trading from the Market.
- 15.14 The Council reserves the right at any time to ask any visitor to the Market who has breached any of these regulations or who is causing a nuisance or annoyance to any of the Traders or the Council to leave the Market. If the visitor contravenes any further regulations or causes a further nuisance or annoyance then the Council shall be entitled to prohibit the visitor from the Market for any period of time deemed appropriate by the Manager who will take advice from the Head of Legal and the Head of Land.
- 15.15 Any visitor to the Market who has been asked to leave or prevented from entering the Market may appeal to the Manager in writing stating his name, address, contact telephone number and the reasons for the appeal. The Manager will convene an appeal hearing at the earliest opportunity and the visitor will be invited to that hearing and have the right to be heard by the Manager who will take advice from the Head of Legal and the Head of Land.
- 15.16 Any Trader or visitor who is aggrieved by a decision of the Manager may appeal through the Council's Formal Complaints Procedure details of this procedure are available from any Council office.
- 15.17 Nothing in these Regulations shall affect the Trader's statutory right of complaint to the Commission for Local Administration in England following exhaustion of the Council's Formal Complaint Procedure.

## **16. Complaints**

All complaints must be made in writing.

Complaints by Traders in respect of any matter affecting the market must be brought to the attention of the Manager, in writing, for investigation, relevant action and, if necessary, notification to the Trader of the result. Acknowledgement of receipt of complaints will be made in writing within 7 working days of receipt of the complaint and notification to the Trader of the result will be made, where necessary, within 28 days of the receipt of the complaint, where this is practicable.

## **17. Commencement**

These Regulations shall come into effect on the 1<sup>st</sup> August 2013

## **18. Amendments**

The Council may amend these Regulations at any time following consultation by the Manager with the Association's Committee representatives. Any amendment to these Regulations will be made by giving notice in writing to the Traders by posting the proposed amendment to the Regulations on a Notice Board within the Market accessible to Traders and the Public not less than six working days or one working week prior to the date when the amendment shall come into effect.