Bromsgrove District Council
www.bromsgrove.gov.uk

BROMSGROVE

MARKET REGULATIONS

Definitions

Casual Trader
A trader who books market days on an ad hoc basis, does not attend weekly, and has signed a Trader Agreement.

Council
Refers to Bromsgrove District Council, including any individual appointed or authorised to act on its behalf for the purposes of these Regulations. This includes the Market Manager and all officers under their direction.

Market
Includes the Retail Market, Vintage Market, Christmas Market, Farmers Market, and any additional markets held at the Council's discretion.

Market Day
Any day on which a market is held, including additional dates designated by the Council.

Market Site
The High Street or any other Bromsgrove locations designated by the Council for market use.

Pitch
A designated trading area within the Market Site where a trader may operate using their own vehicle or other approved trading structure.

Regular Trader
A trader allocated a permanent stall or pitch who attends all agreed trading days each week and has signed a Trader Agreement.

Retail Market
The Market held each Tuesday, Friday, and Saturday.

Stall
A Council-provided trading structure, either a traditional metal-framed stall or pop-up gazebo.

Trading Agreement
A formal agreement between the Council and a trader confirming their trading status (Regular or Casual) and outlining relevant terms and conditions.

Traders. Collective term for Regular Traders, Casual Traders and Seasonal Traders. Traders are independent businesses operating from the Market under a Trading Agreement and are not employees of the Council

GENERAL REGULATIONS

1. These Regulations are administered and enforced by Bromsgrove District Council.
2. All operational matters or enquiries must be directed to the Bromsgrove Market Manager. The Council may review and amend these Regulations at any time.

3. Traders are responsible for familiarising themselves with these Regulations prior to submitting any application to trade on Bromsgrove Market. By trading on the Market, a trader shall be deemed, without exception, to have accepted and agreed to be bound by these Regulations in their entirety.

4. These Regulations apply to the operation and conduct of all Markets within the District of Bromsgrove.

5. While the Council will endeavour to operate the Market on each Market Day, it is under no obligation to do so. The Council may, at its sole discretion, restrict, relocate, suspend, or alter the Market layout.

6. In the event of a national emergency or the issuance of government guidance, the Council reserves the right to close any or all Markets where public health or safety may be at risk.

APPLICATION TO TRADE

7. The approval or refusal of any application to trade shall lie entirely within the absolute discretion of the Council. No application shall be deemed valid or considered until all information and documentation required by the Council has been duly submitted.

8. There shall be no right of appeal against any refusal of an application. The Council reserves the discretion to decline to enter into any correspondence, discussion, or communication o regarding unsuccessful applications.”

9. All individuals seeking to trade at Bromsgrove Market shall be required to submit their own application to trade.

10. The allocation of any stall or pitch is personal to the approved applicant and shall not, under any circumstances, be transferred, sublet, franchised, assigned, or otherwise disposed of to any third party.

11. Traders may submit applications for individual trading dates or for extended trading periods. Traders entering into extended booking arrangements shall be eligible for preferential rates and shall receive priority in the allocation of available trading dates.

12. All Traders shall, without delay, notify the Council in writing (email acceptable) of any alteration to the information in their original application to trade. e.g. change of contact details

13. A trader shall not commence trading at the Market unless and until their application has been fully processed and formally approved by the Council.

14. The New Trader Scheme is subject to additional terms and conditions, which are set out in the corresponding application form.

15. A seasonal premium fee shall apply to all casual and seasonal traders during the month of December.

DEPOSIT

16. A security deposit equivalent to one month's rent may be required from any new trader granted Regular Trader status. The Council reserves the absolute discretion to require such a deposit.

17. Subject to the trader providing not less than one month's prior written notice of their intention to cease trading, and subject further to there being no arrears or other outstanding liabilities owed to the Council, the deposit shall be refunded to the original method of payment.

18. The Council may deduct from the deposit any outstanding fees, charges, losses or other sums owed by the trader before any balance is refunded.

ALLOCATION OF REGULAR STALLS/PITCHES

19. Regular stalls or pitches will be allocated by the Council, with written confirmation issued to the appointed Regular Trader in the form of a Trading Agreement. All traders will be provided with a Bromsgrove Outdoor Market Information Pack, containing a Booking Form, a copy of the Market Regulations, and a document Checklist, which must be completed and returned to the Bromsgrove Council Markets Manager.

20. Any person wishing to obtain a stall or pitch should contact the Council to request the Bromsgrove Outdoor Market Information Pack, which includes details of market days, operating times, fees, and the stall-allocation process. This information is also available on the Council's website.
https://www.bromsgrove.gov.uk/things-to-do/events-places-to-visit/places-to-visit/bromsgrove-centres-and-market/bromsgrove-market/join-bromsgrove-market.aspx

21. Stalls or pitches that become available for regular allocation shall be publicised by the Council through an official circular. Priority will be afforded to Regular Traders seeking to transfer, although Casual Traders may also apply to obtain Regular Trader status and a regular allocation. All applications must be submitted in writing by the deadline stated in the circular, in accordance with the Council's Market Regulations

22. The allocation of any stall or pitch shall be determined entirely at the sole and unfettered discretion of the Council. In exercising this discretion, the Council shall have regard to the prevailing balance of goods within the Market at the time of allocation, together with the duration and frequency of trading undertaken by any applicant expressing an interest in the stall or pitch.

23. To ensure the continued practicality and long-term sustainability of the Market, Bromsgrove District Council, through the Market Manager, will maintain a daily Balance of Trade Policy based on the relevant categories of goods. Traders may apply to increase their stall allocation; such requests will be considered subject to stall and space availability, while maintaining any applicable trading protections.

Appendix 1 sets out the Balance of Trade and Protection Table, this is available to view on the Council's website. This list is not exhaustive, and the Council reserves the right to amend or expand it where such changes are considered justified and do not adversely affect the overall market balance. This Regulation applies solely to standard Market Days and does not extend to specialist markets or events.

Any trader wishing to raise concerns regarding a decision should do so in writing, either by letter or email, to the Market Manager in the first instance.

INSURANCE AND LIABILITY

24. All traders shall assume full responsibility for, and shall indemnify the Council against, any claims arising from personal injury, property damage, nuisance, or any related loss or expense, irrespective of the claimant or the cause, arising from or connected to the trader's use or occupation of the allotted stall or pitch .

25. All traders must maintain valid third-party public liability insurance, whether through membership of the National Market Traders Federation or an alternative provider, with a minimum indemnity level of £5,000,000.

26. A current certificate of insurance must be submitted to the Council prior to the allocation of any stall or pitch and shall be subject to annual verification.

27. No Trader shall purport to make, grant, or exercise any decision, authorisation, or permission relating to the operation of the Market. All such powers are reserved exclusively to Bromsgrove District Council, acting through the Market Manager.

ATTENDANCE AT MARKET

28. Regular traders are required to attend their allocated stall or pitch on all days specified within their Trading Agreement, unless prior authorisation for absence has been granted by the Council.

29. Regular traders who have consistently attended all three designated Market Days each week for the preceding six months shall be entitled to a leave of absence of up to four weeks.

30. All other Regular traders who have maintained continuous trading for a period exceeding twelve months shall be entitled to a maximum of three weeks' authorised leave of absence per financial year, in accordance with the accrual provisions set out in the table below.

31. In the event that a trader ceases trading within twelve months and has utilised leave in excess of that which they have duly accrued, the Council shall be entitled to recover the equivalent value of such leave as back-rent, which shall constitute a debt due and payable to the Council.

32. Leave entitlement is based on attendance across a 3-day weekly market schedule (156 market days per year).

Trader Type	Leave Accrual Rate
1-Day Trader	1 day of leave accrued for every 52 Market Days attended as a Regular Trader
2-Day Trader	1 day of leave accrued for every 26 Market Days attended as a Regular Trader
3-Day Trader	1 day of leave accrued for every 13 Market Days attended as a Regular Trader

33. The trader shall provide the Council with not less than one week's prior written notice of any intended period of absence. Failure to provide such notice may result in the imposition of

fees for the period of non-attendance and may additionally jeopardise the trader's status as a Regular Trader.

34. New traders shall be permitted to take only such annual leave as has been duly accrued in accordance with the table set out above; no entitlement to unaccrued leave shall arise under any circumstances.

35. In the event of any unapproved absence, or where the requisite notice has not been duly provided, the Regular Trader shall be liable to remit to the Council a sum equivalent to the full fee for each missed Market Day. Payment of such sums is a mandatory condition precedent to the trader's continued entitlement to re-occupy the allocated stall on the next Market Day.

36. Traders shall not accrue arrears exceeding two weeks' rent. Failure to discharge any outstanding balance within four weeks shall place the trader's Regular Trader status at risk and may result in the withdrawal of all associated rights and privileges as set out in the Trader Agreement.

37. A trader shall be prohibited from engaging in any trading activity on the Market during any period for which an approved notice of absence has been granted by the Council.

38. All leave must be taken within the leave year ending 31 March. Leave shall not be carried forward into the subsequent financial year except where prior written authorisation has been granted by the Council.

39. A Regular Trader who incurs three weeks of unauthorised absence within any consecutive twelve-week period may, at the Council's discretion, forfeit their status as a Regular Trader, irrespective of any fees paid during that period.

40. Where a Regular Trader is unable to attend the Market owing to illness, the following provisions shall apply:

- Week 1 – Full fees payable, however traders will be reimbursed, upon production of a medical certificate confirming sickness lasting more than 1 week.
- Week 2 to 4 – Full fees payable but a 50% reduction will be applied upon production of a medical certificate.
- Week 5 to 7 – full fees will be payable. No reduction will be offered.
- Week 8 + - full fees payable and the trader will lose their status as a Regular Trader together with all associated rights and privileges.

- Any trader who incurs more than two consecutive periods of long-term absence within any rolling 12-month period shall, without further notice, forfeit their status as a Regular Trader together with all associated rights and privileges.

- The Council shall grant an exemption from the foregoing provisions where a trader provides satisfactory medical evidence of a severe long-term illness, or where the trader is recognised as having a disability within the meaning of the Equality Act 2010.

41. Traders who rely on vegetable crops or other seasonal produce and are unable to maintain stock due to unforeseen weather conditions may, at the Council's sole discretion, receive a waiver of fees and retain their Regular Trader status.

42. The Council shall, insofar as reasonably practicable, allocate Regular Traders the same stall or pitch on each Market Day. Regular Traders must occupy their allocated stall or pitch no later than 08:00 hours. Any stall or pitch not occupied by that time may, at the Council's sole discretion, be immediately reallocated to another trader.

43. Traders shall remain in full operation at their allocated stall until 16:00 hours unless prior written authorisation for early closure has been granted by the Council. No trading shall occur after 17:30 hours, and the Market Site must be fully vacated and cleared of all goods and equipment no later than 18:30 hours.

44. All traders' vehicles shall be removed from the Market Site and its approach roads no later than 09:00 hours. No vehicle shall enter or remain on the Market Site between 09:00 and 16:00 hours unless expressly authorised by the Council. During this period, all vehicles must be parked away from the Market Site so as not to obstruct any highway, public right of way or access route. No unauthorised trader vehicle shall remain on the Market Site after 18:30 hours.

45. Between 09:00 and 16:00 hours, the use of hand-propelled carts or similar non-motorised conveyances shall be the sole permitted method for transporting goods to or from any stall or pitch on the Market Site. Such conveyances must be removed immediately upon completion of loading or unloading and shall not be left standing on the Market Site or its approach routes in any manner that may cause, or be likely to cause, an obstruction.

46. All traders' vehicles shall access the High Street exclusively via the barrier gates located at the New Road (B61 8AJ) end of the town centre and shall comply with the High Street's 5-mph speed limit, unless written authorisation for an exemption has been granted by the Market Manager.

47. No vehicle exceeding the size of a Luton van shall be permitted to access or remain on the Market Site without the prior written authorisation of the Council.

48. The Council reserves the right, at its sole and absolute discretion, to waive or remit fees otherwise payable by Regular Traders where unforeseen logistical circumstances arise.

MARKET STALLS

49. Each trader shall be allocated a stall for the purpose of trading. All stalls shall be supplied and erected in their designated locations by the Council. Traders shall not relocate, adjust, or otherwise interfere with the position of any stall. Tables or boards may be provided by the Council where required, subject to availability, which the Council shall determine at its sole discretion.

50. In circumstances where the nature of a trader's goods renders the use of a standard stall impracticable, the trader may submit a formal written request to the Council for permission to operate from a specialist unit or their own stall structure. Where such permission is granted, the Council shall allocate a pitch only, and the trader shall be responsible for positioning and operating the approved unit, subject always to the requirement that valid public liability insurance is in place.

51. All public gangways, including those situated between, in front of, or to the rear of stalls or pitches, shall be kept unobstructed at all times. Under no circumstances shall traders' vehicles be permitted to park or otherwise remain positioned behind any stall or pitch.

52. Traders shall strictly confine all trading activities to the boundaries of their allocated stall or pitch. No merchandise, signage, advertisement boards, or any other items belonging to or associated with the trader may be placed outside this allocated area without the prior written authorisation of the Council, and only to the limited extent permitted for the specific location. Under no circumstances shall any extension or "build-out" be permitted where it may obstruct emergency access routes or create, or be likely to create, any hazard, obstruction, or risk of injury to members of the public.

53. Traders shall not display, publish, or otherwise disseminate any advertisement or promotional material relating to any market, service, or commercial activity that does not pertain directly to the goods lawfully offered for sale from their allocated stall or pitch.

54. Traders shall ensure that stalls are maintained in good order at all times. Any damage, whether arising from deliberate action or negligence while the stall is in the trader's possession, shall render the trader liable for the full cost of repair or replacement.

55. Council-owned facilities located on the Market Site shall be used solely for their intended purpose. Traders shall be fully liable for all costs associated with repairing any damage arising from misuse or improper operation of these facilities.

56. No person shall post or display any bill, placard, poster, or similar material within the Market Site without the prior written consent of the Council.

57. Traders are strictly prohibited from dismantling or removing any stall or structure from the Market Site under any circumstances.

58. The stall-boards, tables, and lights supplied by the Council shall remain the sole property of the Council and may be used exclusively for the display of goods for sale. Such items shall not, under any circumstances, be placed upon the ground or removed from the Market Site.

59. With effect from 1 April 2026, the Council shall discontinue the provision of market clips, table coverings, and adaptable electrical extension leads. Traders shall bear sole responsibility for supplying such equipment, and any adaptable electrical extension lead supplied by a trader must be either new or supported by a valid and current PAT certificate.

60. The Trader shall be liable for and shall make good to the satisfaction of the Council, any damage caused by the Trader to Council property or to the Market Site during the period of their occupation of the stall or pitch.

61. Where adverse weather conditions necessitate the enclosure of any open side of a stall or pitch, such enclosure shall be affected solely by means of the transparent covering sheets supplied by the Council. Stall skirts shall remain fully affixed and in position at all times throughout trading hours.

62. Traders, together with any persons acting on their behalf, shall not adapt, alter, or otherwise modify any fixture or fitting forming part of their allocated stall without the Council's prior written consent.

63. Traders and their staff shall ensure that all merchandise is presented in a clean, orderly, and customer-appropriate manner. Where, in the opinion of the Council, the presentation or appearance of any stall or pitch fails to meet the required standard, the trader shall, upon request, make such alterations as the Council may reasonably require. Persistent or repeated failure to comply with any such request shall constitute grounds for the cancellation of the trader's future bookings.

MARKET POWER

64. The Council will provide 110v lighting for all Markets from the beginning of October to the end of March. No alternative lighting may be used without prior written approval.

65. Traders who require 240v electrical equipment must ensure that all such equipment, including any adaptable extension leads, is PAT-tested annually and that a valid and current PAT certificate is supplied to the Council.

66. A 16-amp direct power supply may be requested from the Council. Provision of this supply is discretionary, and a charge will apply in all cases, regardless of the equipment used.

67. Any trader using unauthorised electrical equipment, or refusing to pay for an approved power supply, shall have the equipment disconnected and may be required to leave the Market Site. A Warning Letter will be issued, and all future bookings may be cancelled.

68. Generators are strictly prohibited.

69. Gas appliances may only be used with the Council's written approval. They must be professionally installed, regularly tested, and supported by valid certification.

CANCELLATION AND/OR CONSOLIDATION OF MARKETS IN SEVERE WEATHER

70. In the event of severe weather, the Council may, in accordance with the Management of Markets and the Severe Weather Policy (as provided in the Trader Application Pack), cancel the Market, close it in full, or restrict operations by closing specified areas and consolidating stalls and pitches within a location designated by the Council at the time.

71. Where the Council elects to operate a reduced Market, the fees payable by traders shall be adjusted pro rata to the trading space made available to them to reflect the trading space made available.

72. Bromsgrove District Council, acting through the Market Manager, shall retain sole and absolute discretion to determine, implement, and enforce any suspension or closure of trading arising from adverse weather conditions.

73. Where the Council determines that trading must cease due to adverse weather conditions, market staff may, at their discretion, facilitate and supervise the controlled entry and exit of vehicles onto and from the High Street.

74. Traders may, in the event of adverse weather conditions, commence the packing-up of their stall during designated trading hours; however, no vehicle shall be permitted to enter or access the Market Site for this purpose without the prior written authorisation of the Council.

75. The Council shall bear no liability whatsoever for any loss, damage, or injury alleged to have arisen from adverse weather conditions. Any incident shall be investigated in accordance with the Council's Incident Policy. Reference should be made to the Incident Policy contained within the Trader Application Pack.

TIDINESS OF THE MARKET

76. Traders shall ensure that their stall and the surrounding area are kept clean and free from rubbish and waste at all times, during the trading day. All empty boxes, cartons, and similar materials shall be removed without undue delay. Failure to comply with these requirements may result in the imposition of additional charges.

77. Waste-receptacles provided within the Market Site are designated exclusively for public use. Under no circumstances shall any trader deposit, or permit the deposit of, trade waste into these receptacles.

78. Traders shall not discharge any liquid into any drain, except for clean, uncontaminated water.

79. Traders shall be responsible for ensuring that their allocated stall or pitch, together with the immediately surrounding area, is left in a clean, tidy, and undamaged condition at the conclusion of each Market Day. Where refuse or litter is found beneath or in the vicinity of any stall or pitch, the trader to whom that stall or pitch was allocated shall be notified in writing. Any trader who repeatedly fails to comply with this requirement shall be liable to the issue of a Penalty Notice.

80. Traders shall provide the Council with written details of the arrangements in place for the proper management and lawful disposal of their trade waste.

81. The Council is committed to the reduction of single-use plastics. Accordingly, traders shall utilise paper bags or actively promote the use of reusable cotton or woven bags to their customers.

82. Any spillage of oil, fuel, or any other substance capable of creating a slippery, hazardous, or otherwise harmful condition shall be cleaned without delay using appropriate cleansing agents, and such incident shall be reported forthwith to the Council. In the event that any resulting damage, staining, or deterioration to the highway requires remedial cleansing or repair by the Council, all associated costs shall be recoverable in full from the Trader and shall be treated as a debt due to the Council.

83. No trader shall, during the Market's operating hours, empty, replenish, or bring onto the Market Site any fuel or fuel-related substance.

RANGE OF GOODS

84. No trader shall offer for sale goods that were not declared to the Council at the time of booking.

85. Traders shall ensure that they maintain an appropriate standard of product quality.

86. No Trader shall make any material alteration to the authorised class of goods specified within their Application Pack without first obtaining the Council's prior written approval. Such approval shall only be granted where the Council is satisfied that the proposed alteration will not adversely affect the established balance of trade within the Market.

87. The Council gives no warranty, assurance, or representation that traders offering similar categories of goods will not be situated adjacent to, or in the vicinity of, one another. The allocation of stalls shall be made strictly in accordance with the Bromsgrove Market Balance of Trade Policy set out in paragraph 16.

88. Traders intending to sell second-hand goods must first obtain the Council's written authorisation. All such goods shall be clearly identified as second-hand, and any defects or deficiencies shall be expressly disclosed to prospective purchasers. The sale of second-hand electrical goods is prohibited unless each item has undergone appropriate PAT testing and is accompanied by valid and current PAT certificate confirming such testing.

89. Traders shall be solely responsible for ensuring that all goods offered for sale fully comply with all relevant Trading Standards legislation, safety requirements, and compliance policies.

90. Traders shall, in all circumstances, require the production of satisfactory and legally recognised proof of age prior to supplying any age-restricted goods where the prospective purchaser appears, or may reasonably be perceived, to be under the lawful minimum age.

91. Traders who refuse the sale of any age-restricted goods, including but not limited to knives, blades or smoking accessories, shall maintain a contemporaneous written record of each refusal. Such records must be produced to the Council or to Trading Standards upon request.

MARKET FEES

92. The fees payable for the use of stalls and pitches shall be determined by the Council and shall be subject to annual review following consultation with Regular Traders. The applicable charges are set out in the 'Market Charges' section of the Bromsgrove Outdoor Market Information Pack.

93. Subject to approval by the Council in February, any revision to market fees and charges shall be determined with reference to the Retail Price Index (RPI), being the inflation measure published by the Office for National Statistics. For these purposes, the RPI figure recorded in the preceding September shall serve as the guiding basis for setting the new fees and charges.

94. Stall fees shall be payable either on the day of trading or in advance. Failure to remit the required fee by the specified due date may result in cancellation of the stall booking. A grace period of five working days may be granted at the Council's discretion, during which all outstanding fees must be paid in full to avoid cancellation.

95. No credits shall be issued in respect of any advance booking where the trader is, for any reason whatsoever, unable to attend on the allocated date, unless not less than two weeks' prior written notice of absence has been duly provided to the Council. Any request for a credit must be submitted in writing within seven days of such notification and shall not, under any circumstances, be applied automatically.

96. No refunds or credits shall be payable in respect of any inability to trade arising from adverse weather conditions where the Council has determined that the Market shall operate and has permitted trading to proceed.

97. All matters concerning the payment of fees arising from any Market cancellation shall be determined and confirmed by the Council in writing within ten working days.

98. Where a trader's fee payment is dishonoured, the Council shall cancel all future bookings associated with that trader with immediate effect.

99. A premium fee will apply to all casual and seasonal traders during December. Further details are provided on the Application Pack.

100. Arrears shall not exceed a maximum of two weeks. Any trader whose arrears surpass this limit shall be liable to the loss of their Regular Trader status and allocated stall or pitch.

101. All arrears shall be calculated with reference to the Regular Trader's standard allocation of pitches, stalls or facilities during the preceding four-week period. Subject to the Council's absolute discretion, and having regard to the amount outstanding, a trader may submit a request for the arrears to be discharged over a repayment period not exceeding four weeks.

102. All market fees payable by traders shall be remitted exclusively by contactless payment methods; cash and cheques shall not, under any circumstances, be accepted.

CONDUCT

103. The Council has a statutory duty to prevent crime, disorder and the misuse of drugs, alcohol, and other substances in the area of Bromsgrove. Market trading activity should not present a risk to good public order in the locality in which it is situated.

104. The Council recognises that promoting the welfare of children and protecting them from harm is everyone's responsibility as set out in its Safeguarding Policy. Traders may in the course of their day to day activities have dealings with children, young people and adults with

care and support needs. Traders have a duty to report any matters of concern in relation to safeguarding to the Market Manager.

105. Where the Council becomes aware of, or has reasonable grounds to believe, that a trader or member of their staff has a serious criminal history, has been charged with, or is under investigation for, an offence which may affect the safe and proper operation of the Market, the Council shall immediately suspend that individual from trading or otherwise participating in any aspect of the Market pending further enquiries or the outcome of any investigation or proceedings considered relevant by the Council.

106. For the purposes of Regulation 105, a serious criminal offence shall, but not be limited to, mean any unspent conviction within the meaning of the Rehabilitation of Offenders Act 1974 for an offence involving violence, sexual offending, safeguarding concerns, dishonesty, fraud, theft, drugs, weapons, terrorism, human trafficking, modern slavery, money laundering or organised crime, or any conviction resulting in a custodial sentence, whether immediate or suspended.

107. Traders shall ensure that all staff employed by them are legally entitled to undertake such work, whether by age, qualification, immigration status or residency.

108. All traders, together with any persons employed or otherwise engaged by them, shall refrain from any conduct that constitutes, or may reasonably be deemed to constitute, nuisance, harassment, alarm, or distress to any person, and shall not incite, encourage, or otherwise procure any third party to engage in such conduct.

109. Traders, together with any persons employed or engaged by them, shall conduct their business in an orderly and proper manner and shall not, unless expressly authorised in writing by the Council, ring any bell, blow any horn, play any radio, operate any form of amplifying equipment, utilise any smoke or fog-producing device, or employ any other instrument or mechanism for the purpose of attracting attention or custom.

110. Any issue involving another trader must be reported in writing to the Market Manager or Council. Traders are strictly prohibited from addressing such matters themselves or involving any third party to do so.

111. Any complaint made against another trader that falls within the scope of the Market Regulations must be substantiated with admissible evidence. In the absence of such evidence, the Council is unable to investigate or progress the complaint.

112. All traders shall comply with any lawful instruction or direction issued by the Council concerning the operation or occupation of their stall, equipment, goods, or vehicles during authorised trading hours.

113. The Council reserves the right to suspend all current and future bookings for any trader, without refund, where it considers it reasonable to uphold a complaint made against the trader or any member of their staff. Such action may be taken in relation to, but is not limited to, the following circumstances:

• Bullying, intimidation, or any threat or use of violence directed toward market staff, other traders, retailers, or members of the public.
• Sexist, racist, obscene, threatening, or otherwise abusive language or behaviour toward market staff, traders, retailers, or members of the public.
• Any act of dishonesty or indecency.
• Failure to comply with a lawful and reasonable instruction issued by the Council or its authorised representatives.
• Any act or behaviour likely to bring the Market or the Council into disrepute, including misuse of traditional or social media channels.
• Any conduct which, in the reasonable opinion of Bromsgrove District Council, undermines the reputation or commercial objectives of the Market.
• Canvassing traders or retailers with malicious or improper intent.
• Failure to prominently display an appropriate refund policy.
• Failure to display all certification or documentation required by law or under these Market Regulations.

114. All traders shall display, in a clear and conspicuous position upon their stall, their trading or business name, in full compliance with applicable Trading Standards requirements.

115. Traders shall not attend the Market while under the influence of alcohol or controlled substances, nor shall they possess such substances with the intention to consume or supply during any period in which they are participating in Market trading activities.

116. Traders must not smoke, vape, consume alcohol, or use illegal substances while attending the Market.

117. Traders shall be solely responsible for making all necessary and appropriate fire-safety provisions on their respective stalls, which must be fully detailed, evidenced, and retained within their risk assessment and method statement documentation.

118. Traders must familiarise themselves with the Market's Fire and Emergency Precautions and may be required to participate in exercises or briefings to ensure full compliance with Fire Service and Council requirements.

119. Traders shall comply fully with all applicable statutory health and safety legislation and associated guidance relevant to their activities and shall ensure that all requisite risk assessments and method statements are maintained and made available for inspection by the Council upon request.

120. No trader shall represent, or purport to represent, Council market staff in any matter relating to Council business.

121. Traders must comply with the Market's set-up and pack-down requirements.

122. Traders must adhere to the Market's authorised trading hours.

123. Traders must comply with the Traffic Restriction Order on the High Street and its associated approach roads (including Church Street, New Road, and The Strand).

124. The Council reserves the right to refuse permission for a trader to occupy any stall or pitch at the Market and may direct a trader to vacate the Market at any time. Such action may be taken in response to any breach or failure to comply with these Regulations.

COUNCIL PERMISSIONS/CONSENTS

125. Any permission or consent granted by the Council in relation to the Market may be revoked at any time, without prior notice and at the Council's sole discretion.

DISCIPLINARY PROCEDURE

126. Any trader found to be in breach of these Regulations shall be issued with a Warning Letter , except where a specific Regulation prescribes an alternative sanction, including but not limited to suspension or immediate exclusion.

127. The Council reserves the right to inspect the Market at any time during the Market Day and to issue a Warning Letter in respect of any contravention of these Regulations. A Warning Letter may also be issued for any repeated contravention committed on the same Market Day.

128. Each Market Day shall be treated as a discrete and self-contained operational period. Any contravention identified on a given Market Day shall apply solely to that day and shall not preclude the Council from issuing additional Warning Letters for subsequent contraventions on later Market Days, save in circumstances constituting serious misconduct.

129. Warning Letter Escalation Process shall be as follows;

- Each Warning Letter issued will be held on the traders record and remain in force for six (6) months from the date of issue.
- At the end of the six (6) month period starting with the date of issue the Warning Letter will be deleted.

- If during any six (6) month period a trader receives three Warning Letters then this will trigger a review of their suitability to continue to trade.
- The review of suitability to trade (“the Review”) will be carried out by the Market Manager who will have the final decision on what further action should follow. Possible outcomes will include suspension from the market for a fixed period, revocation of ability to trade at the market, requirement to take further specific action or no further action.
- Traders may appeal against the decision of the Review stage and must do so in writing within seven (7) days. Such a request will trigger a review of the original decision of the Market Manager (“Second Stage Review”). The Second Stage Review will be carried out by a more senior officer who has not been involved in the case previously. The decision of the Senior Officer will be final.

- The Council may allow continued trading while the Second Stage Review is taking place.

SERIOUS MISCONDUCT

130. Any trader who, in the reasonable opinion of the Council, commits an act of serious misconduct shall be subject to immediate exclusion or suspension from all Markets. The Council may, without prior notice, remove any goods on display, and shall bear no responsibility or liability whatsoever for such goods during their removal or thereafter.

131. For the purposes of these Regulations, the following behaviours shall constitute Serious Misconduct and will result in immediate exclusion or suspension from all Markets:

- Any act of dishonesty.
- Any act of indecency.
- Any act that constitutes a criminal offence
- Any deliberate act that causes, or is likely to cause, death or personal injury.
- Any behaviour that brings the Market into disrepute, including but not limited to threatening behaviour, fighting, selling defective or counterfeit goods, or the inappropriate use of traditional or social media.
- The use of obscene, threatening or abusive language towards any trader, member of the public, retailer, Council officer or Market staff member.
- Engaging in any form of illegal trading.
- Failure to hold valid insurance or maintain adequate insurance cover.
- Persistent failure to pay Market Fees within the required timescales.
- Trading from any stall or pitch when the Market has been officially cancelled.
- The sale of replica firearms or any offensive weapons.
- The sale of solvents, cleaning fluids, lighter fuels, or any other age-restricted substances to persons under 18 without appropriate age verification.

- Failure to comply with Trading Standards, Food Hygiene Regulations, Health and Safety requirements, or any other applicable legislation.
- The sale of alcohol without a valid Temporary Event Notice (TENS), or the sale of drugs, vapes, or any other age-restricted products to persons under 18.
- Any act that, in the reasonable opinion of Bromsgrove District Council, undermines the reputation, integrity, or commercial aims of the Market.
- Attending or remaining on the Market while under the influence of, or consuming, alcohol or drugs.

PROCEDURE FOR CASES OF SERIOUS MISCONDUCT

132.The Market Manager will assess the allegations of serious misconduct and where the trader is found to have committed any of the acts listed in paragraph 131 above the Market Manager may decide to either suspend or exclude the trader.

133.A trader may lodge a written appeal against the decision of the Market Manager within seven (7) days of being notified of the decision of exclusion or suspension.

134.Such a request will trigger a review of the original decision of the Market Manager ("Second Stage Review"). The Second Stage Review will be carried out by a more senior officer who has not been involved in the case previously. The decision of the Senior Officer will be final.

FOOD/DRINK LEGISLATION

135.Any trader operating a food business from a stall or pitch, as defined under **Regulation (EC) 852/2004, the Food Safety Act 1990**, and all subsequent amendments, shall comply fully with all applicable statutory requirements to the satisfaction of the Council's Environmental Health Officer.

136.All traders operating a food business must be registered with the environmental health department of their local enforcing authority, in accordance with **Regulation (EC) 852/2004, Article 6(2)**. In addition, as a condition of trading at the Market, traders must also hold a minimum **Food Hygiene Rating of 4**, under the **Food Hygiene Rating (England) Regulations 2013** before commencing trading.

137.It is the trader's responsibility to arrange any required inspections, ensure compliance with the above legislation, and provide all relevant certification and rating documentation to the Council.

138.At the time of application, traders shall provide the Council with the name of the local authority with which they are registered, together with a copy of their current food-hygiene rating. The Council shall verify this information through the Food Standards Agency or the relevant local authority.

139. Traders are responsible for providing the Council with any updated inspection reports or revised ratings. Where an inspection or rating falls below the required standard, the trader shall be suspended from trading until full compliance has been restored.

140. All food traders must complete the Food Trader Booking Form and submit all required documents listed in the document checklist.

141. All food traders are required to ensure that any individual involved in the handling of food products holds a valid Basic Food Hygiene Certificate. Additionally, all other personnel engaged in food-business operations must hold a current Level 2 Food Safety certificate. Compliance with these requirements is mandatory for all trading activities.

142. All catering traders shall prominently display food allergen information and maintain, at all times, documentation detailing the ingredients contained in any food items offered for sale, which must be made available upon request.

143. Traders are prohibited from handling both cooked and uncooked food on their units unless robust and verifiable controls to prevent cross-contamination are implemented and maintained.

144. All food-related certifications referred to above must be clearly displayed in a prominent and readily visible location.

145. Traders wishing to sell alcohol from any stall or pitch must obtain a Temporary Event Notice (TEN) in accordance with the Licensing Act 2003, Sections 100–110. Each TEN requires a minimum of ten working days' notice. Application forms are available at www.bromsgrove.gov.uk or by calling 01905 822799.

ANIMAL WELFARE

146. Traders shall comply in full with all applicable animal-welfare legislation and shall indemnify and hold harmless the Council against any and all claims, losses, damages, or liabilities arising from any breach thereof.

147. Traders shall ensure that any animals in their care remain strictly confined to their allocated stall or pitch at all times and are not permitted to roam the High Street or Market Site. Traders must further ensure that such animals do not cause, or are not likely to cause, any nuisance, disturbance, danger or inconvenience to other traders or members of the public.

GENERAL LEGISLATION

148. Traders shall comply with all applicable statutory and regulatory obligations, including but not limited to Trading Standards requirements, Consumer Protection legislation, the Health and Safety at Work Act, and the Industry Guide to Good Hygiene Practice: *Markets and Fairs* (ISBN 1-902423-00-3), insofar as such provisions relate to market operations and the sale of goods.

149. The sale or display of any item or product which, in the reasonable opinion of the Council or Trading Standards, is liable to cause public offence or to pose a risk to public safety is strictly prohibited.

150. Traders must comply with all relevant laws and regulations governing their business activities

151. Traders wishing to sell Lottery tickets must contact the Council's Licensing Department for advice prior to any such sales about their obligations and responsibilities under The Gambling Act 2005. Further advice can be obtained from the Gambling Commission.

TERMINATION

152. Without prejudice to any other rights or remedies available under these Regulations, the Council may, at its sole discretion, terminate a Trader's Agreement with immediate effect by written notice where the Trader is in breach of these Regulations or where the Council reasonably considers that the Trader is no longer suitable to trade at the Market.

153. Upon termination of the Trading Agreement, all rights granted to the Trader under these Regulations shall immediately cease and any stall or pitch allocated to the Trader shall revert to the Council.

154. Termination shall not affect any rights, liabilities, debts, charges or obligations accrued prior to the date of termination.

GENERAL OPERATIONS

155. All complaints about the Market shall be raised in the first instance with the Market Manager and may, where applicable, required to be submitted in writing.

156. Liaison meetings between the Council and market traders may be convened as required. Attendance is restricted to individuals who are current traders at the Market. Subject to

Council availability, these meetings will be held twice annually on Tuesdays in March and October.

157. The Council welcomes the appointment of market trader representatives. Such appointments must arise from a formal consultation and election process involving all traders attending Bromsgrove Market. Written notification must be provided to the Council confirming that a democratic process has been undertaken and identifying the appointed representative.

158. Before implementing any procedural or operational changes that materially affect all traders, the Council shall issue a formal consultation notice, to which all traders shall have the right to submit representations.

159. The Council reserves the right to amend these Regulations, and any related market policies or procedures affecting traders, at any time. Any proposed amendments shall be issued by the Council in a consultation circular prior to their implementation.

160. Traders shall retain the right to cancel any future bookings and obtain a full refund in the event that they do not accept the amended provisions.

161. Any notice, decision, warning, consultation, approval, refusal or other communication under these Regulations may be served by post, hand delivery or email to the most recent contact details provided by the trader and shall be deemed received on the date of delivery or transmission.

162. The Council and any person authorised by it may inspect any stall, pitch, goods, equipment, certificates, licences, risk assessments or other documentation required under these Regulations at any reasonable time.

163. Any application, declaration, certificate or document submitted by a trader which is found to be false, misleading or materially inaccurate may result in suspension, exclusion or termination of their Trading Agreement.

164. Any goods, equipment or property left on the Market Site after trading hours may be removed by the Council. Any associated costs incurred by the Council may be recovered from the trader.

165. The Council shall not be liable for any loss arising from the cancellation, suspension, relocation or restriction of any Market due to circumstances beyond its reasonable control.