



# BROMSGROVE

## MARKET REGULATIONS

### DEFINITIONS

“**Council**” means Bromsgrove District Council and includes any person appointed by or acting on behalf of the Council for the purposes of any function under the provisions of these Regulations, including for the avoidance of doubt the Market Manager and all other Officers under his/her control.

“**Pitch**” means any designated area for trading within the Market Site where the Trader provides his own vehicle or other authorised method to trade from

“**Regular Trader**” means those who have been allocated a permanent Stall or Pitch and attend each of their respective trading days every week and has agreed/signed a trader agreement form.

“**Casual Trader**” means any person making market bookings on an ad-hoc basis and does not attend each week and has agreed/signed a trader agreement form.

“**Traders**” means both Regular/Casual Traders and Seasonal Traders, unless either is expressly specified.

“**Retail Market**” means the Market held on a Tuesday, Friday, and Saturday of each week.

“**Stall**” means either a traditional metal framed stall or pop-up Gazebos which will be provided by the Council for Traders use.

“**Market**” means any Retail Market, Vintage Market, and Christmas Market, Farmers Market, or any other market the Council may from time to time hold at their discretion.

“**Market Day**” means any day on which a Market is held, and any other days were designated by the Council.

“**Market Site**” means areas for the standing of the Market in High Street, or any other areas of Bromsgrove as designated from time to time by the Council.

“**Trading Agreement**” means an agreement between the Council and the trader which clarifies their trading status as either a regular or casual trader, setting out any terms & conditions.

“**Exclusion Notice**” means a notice which upon issue will result in the Trader being permanently excluded from all Markets.



“**Penalty Notice**” means a notice issued for any contravention of these Regulations, other than serious misconduct.

“**Christmas Market**” means any Market other than the Retail Market held on any days designated by the Council during the month of December.

“**Farmers Market**” means the Farmers Market held on any days were designated by the Council.

“**National Market Traders Federation**” (**NMTF**) means the national organisation and the local division, of which Traders may become members.

### **GENERAL REGULATIONS**

1. These Terms and Conditions are administered and enforced by Bromsgrove District Council. All operational issues and queries regarding them should be addressed to the Bromsgrove Market Manager in the first instance. Bromsgrove District Council reserves the right to review and change these terms and conditions at any time.
2. These Regulations shall apply to the conduct and organisation of all Markets held in the District of Bromsgrove.
3. Nothing in these Regulations shall be construed as placing an obligation on the Council to provide a Market on any Market Day but the Council will endeavour to provide the Market on each Market Day. The Council may, at its absolute discretion, restrict, re-site or alter the layout of the Market.
4. In the event of any national emergency & the issuing of government guidance, the council reserves the right to close all or any of its markets, if there is a danger to public health & safety.

### **APPLICATION TO TRADE**

5. Approval or refusal of applications to trade will be at the sole discretion of the Council and no application will be accepted until such time as all information required by the Council has been provided.
6. There is no right of appeal in relation to any application which is refused, and the Council reserves the right not to enter into any correspondence regarding unsuccessful applications.
7. All persons intending to trade from Bromsgrove Market (the “Market”) must make their own application to trade and stalls cannot be transferred, sublet, franchised, or sold to any other person.



8. Traders may apply for individual dates or longer periods. Those traders booking for longer periods of time shall be entitled to preferential rates and priority bookings.
9. All Traders must notify the Council immediately, in writing (Email accepted), of any changes to the details provided in their original application to trade form.
10. No Trader is permitted to trade from the Market until such time as their application to trade has been processed and approved by the Council.
11. The New trader incentive scheme contains additional terms and conditions; please refer to the respective application form.
12. During the month of December there will be a seasonal market premium fee for all casual traders.
13. For all new traders becoming Regular after 29<sup>th</sup> April, a monthly security deposit equivalent to one month's rent will be required. Providing that a minimum of 1 months' notice is received of them leaving the market and no back rents are due, then the deposit will be returned.

#### **ALLOCATION OF PERMANENT STALLS**

14. Permanent stalls or pitches shall be allocated by the Council and confirmation in writing shall be given to the regular trader in the form of a Trading Agreement. All traders will receive a Bromsgrove Outdoor Market Information Pack which includes a booking form, a copy of the market regulations, and document checklist to be signed and returned to Bromsgrove Council Markets Manager.

15. Any person wishing to obtain a stall or pitch should contact the Council for a Bromsgrove Outdoor Market Information pack which includes details of market days, times, fees and where to attend for the allocation of a stall or pitch. The information can also be viewed on the Council's website at

<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>

16. Stalls or pitches which become available for permanent allocation will be advertised through a circular from the Council, primarily for Regular Traders to transfer to, or Casual Traders to obtain a regular trader status & permanent stall or pitch.

Any Trader who wishes to apply must do so in writing by the date specified in the circular.

17. The allocation of stalls or pitches will be at the absolute discretion of the Council and the selection will be based upon the balance of goods represented on the Market at the time when the stall or pitch is to be allocated, and the length of time and how often traders interested in the stall, have been trading at the Market.



18. To ensure that the market remains viable and sustainable for the future, Bromsgrove District Council through the Market Manager will maintain a balance of trade policy (dependant on the line of goods) for each day. The council will permit traders to increase their stall allocation, which is subject to stall & space availability, to maintain their protection by application to the Council.

See Appendix 1 for the Balance of trade and protection table. Please note that this list is not exhaustive, and the council reserves the right to add/change this list, if in the view of the council the balance of trade is not adversely affected and is justifiable. Note that this regulation only applies during normal market days and not during any specialised markets/events.

Any trader that feels aggrieved by the decision must in all circumstances follow the Market Regulations and must be put in writing or via email to the Markets Manager in the first instance.

19. All traders shall accept full responsibility for, and must indemnify the Council against, all claims for personal injury, damage to property, nuisance and any other damage or expenses by whomsoever the claim is made and from whatever cause, arising out of, or in connection with, the use and occupation of the site allotted to him/her. All traders must be covered by third party insurance, either by membership of The National Market Traders Federation (under their insurance provision) or by other arrangements. The minimum cover shall be £5,000,000. A copy of the public liability insurance certificate must be provided by the trader to the Council before a stall or pitch is allocated and will be subject to an annual inspection.

20. No Trader should take it on themselves to authorise any decisions or permissions relating to the operation of the market, this is solely undertaken by Bromsgrove District Council via the Market Manager.

### **ATTENDANCE AT MARKET**

21. Regular traders must attend their allocated stall or pitch on all days referred to in their trading agreement unless their absence has been approved by the Council.

22. Regular established traders (of over 12months in trading as a regular) shall be permitted to take up to three weeks leave of absence as shown in the table below for free in each financial year. However, should a regular trader leave the market within 12 months and taken more leave than they have accrued, then this will be repayable to the council as back rents.

1 Day Trader	1 day accrued every 52 market days attended as a regular trader
2 Day Trader	1 day accrued every 26 market days attended as a regular



	trader.
3 Day Trader	1 day accrued every 17 market days attended as a regular trader.

Calculation – 3-day market x 52 weeks = 156 market days/ how many days the trader attends

E.G. (Three-day trader) – 156 market days / 9 days leave = 17 market days, Which equates to one leave day being officially accrued every 17th regular market day attendance.

23. The trader shall provide a minimum of one week's notice in advance prior the stall being erected, to the Council prior to any period of absence. Any failure to provide notice may result in a fee being levied for the absent period and may affect the trader's position as a regular trader.

24. New traders will only be permitted to take accrued annual leave based on the same table above and will not be permitted to take any leave not accrued.

25. In the event of unapproved absence or where notice was not provided, the regular trader shall pay to the Council an amount equal to the fee for each missed Market Day in order to preserve their right to re-occupy the stall on the next Market Day.

26. Traders will not be permitted to accrue more than 2 weeks of back rent and failure to pay these back rents within 4 weeks will put their status as a regular trader at risk and the loss of all its privileges as shown within The Traders Agreement.

27. Traders will not be permitted to trade on the market if the Council has approved notice of absence.

28. All leave must be taken by the end of March each year; no leave will be permitted to be carried forward into a new financial year unless in exceptional circumstances and must be authorised.

29. Three weeks unapproved absence by a regular trader during a period of twelve weeks may result in the loss of their position as a regular trader irrespective of the fee being paid.

30. In the event that a regular Trader is absent from the Market due to any illness, the following will apply: -

- Week 1 – Full fees payable, however traders will be reimbursed, upon production of a certificate for sickness lasting more than 1 week.
- Week 2 to 4 – Full fees payable but a 50% reduction upon production of a doctors/hospital certificate.
- Week 5 to 7 – full fees will be payable. No reduction offered.
- Week 8 + - full fees payable and the trader will forfeit their right to be classed as a regular trader and all of its privilege's.



- Traders that have more than 2 repeated continuous long-term absences in any 12-month rolling period, will automatically lose their right to be classed as a regular trader and all of its privilege's.
- The Council will exempt traders from the above if that trader has a severe long-term illness proven by a GP/hospital letter or is classed as having a disability under the equality act.

31. Traders who rely on vegetable crops or other seasonal produce who cannot guarantee a supply of goods for their stall due to unforeseeable weather conditions may be exempt from fees and charges and be able to continue as a Regular Trader at the discretion of the Council.

32. The Council will, as far as is practicable, ensure that regular traders are allocated the same stall or pitch on each Market Day. Regular traders must occupy their stalls or pitch by no later than 8.00am. Any stall or pitch not occupied by 8.00am may be allocated by the Council at that time to another trader.

33. All traders will continue to trade from their stall until 4.00pm unless otherwise authorised by the Council. No trading activity will take place after 5.30pm and the site must be cleared no later than 6.30pm.

34. All traders' vehicles must be removed from the Market Site and/or its approach roads by no later than 9.00am. No Trader's vehicles will be permitted on the Market Site between the hours of 9.00am and 4.00pm unless authorised. Between these hours' vehicles must be parked away from the Market Site so as not to obstruct any highway, other public right of way or approach to the Market Site. No unauthorised traders' vehicles will be permitted to remain on the Market Site after 6.30pm.

35. Between trading 9.00am and 4.00pm carts or similar conveyances will be the only permitted method of transporting goods to or from stalls or pitches on the Market Site. Such conveyances must not be allowed to stand on the Market Site for longer than is reasonably required for the loading or unloading of the goods or in the immediate approaches to the Market Site in such a manner as to cause an obstruction.

36. All traders' vehicles must enter the High Street via the barrier gates at the New Road (B61 8AJ) end of Bromsgrove town centre High Street and must drive carefully and within the 5-mph speed limit applying on the High Street, unless authorised by the Market Manager.

37. No vehicles above a Luton van size will be permitted on the Market Site unless written approval has been given by the Council.

38. The Council may at its discretion exempt regular traders from fees due to unforeseen logistical issues.

39. All casual traders will be allocated their stall/pitch from 7.30am onwards and will not be permitted to set up unless authorised before this time.



## **MARKET STALLS**

40. All traders will be provided a stall to trade from. The stalls will be provided by the Council and erected in position by the Council. Traders are not permitted to move the stalls from the set positions. Boards or tables will be provided where required, subject to availability.

41. In circumstances where the nature of the goods renders it impracticable to trade from a stall, traders may seek written approval from the Council to trade from a specialist unit or their own stalls. If approval is given the Council will provide the trader with a pitch only on which the trader may locate the specialist unit/set up providing their public liability insurance is valid.

42. All gangways where the public have access between stalls or pitches and to the front and rear of stalls or pitches must always be kept clear at all times. Trader's vehicles are not permitted to park behind the stalls at any time.

43. Traders must confine their trading activities to their allocated stall or pitch. No merchandise, advertisement boards or other items belonging to or associated with a trader may be placed outside of the stall or pitch without authorisation and then only to a small degree dependant on the area to where the stall/pitch is located. No build out will be permitted to such an extent that it creates an obstruction to emergency vehicle access or can cause obstruction/injury to members of the public.

44. Traders must not display adverts or otherwise promote other markets or services that are not specific to the sale of goods on the trader's stall.

45. Traders shall take all steps to ensure that stalls are kept in good condition. If any deliberate or careless damage is caused to the stall during the time when it is in the trader's possession, the trader will be charged for its repair or replacement.

46. Traders must keep any pets confined to their allocated stall/pitch and not permit them to roam the High Street/market area or cause any annoyance/inconvenience to other traders and members of the public.

47. Traders must ensure that they fully comply with any Animal Welfare legislation and as such indemnifies the Council from any liability and responsibility.

48. All facilities on the Market Site belonging to the Council for the use by traders shall be used only for the purposes for which they were provided. Traders will be responsible for the cost of the repair if damage is caused to these facilities through improper use.

49. No person shall, without the written permission of the Council, post or display any bill, placard, or poster within the Market Site.

50. Traders must not dismantle or remove any Stall or structure from the Market Site.



51. The stall-boards, tables and lights provided are the property of the Council and must be used only for the display of goods for sale and must not be placed on the ground or taken from the Market Site.
52. Traders will be responsible for making good to the satisfaction of the Council any damage which they may cause to the Council's property or the Market Site during their occupancy of a stall or pitch.
53. Where it is necessary, due to adverse weather conditions, to cover any of the open sides this must be done using the transparent covering sheet which is provided by the Council. Stall 'skirts' must be in place at all times during trading.
54. Traders must not adapt, alter, or otherwise change any fixture or fitting forming part of their stall without the written permission of the Council.
55. Traders should present their merchandise in a tidy and 'customer friendly' manner. In the event that the Council considers that the appearance of a stall or pitch is unacceptable traders may be asked to make appropriate changes. A repeated failure to adhere to such requests may lead to cancellation of a trader's future bookings.

## **MARKET POWER**

56. The Council shall supply 110v lighting to the Markets between the beginning of October and the end of March. No other form of lighting will be permitted on the market without written approval from the Council.
57. Where Traders are required to use 240v electrical ancillary equipment as part of their business, the trader must ensure that the equipment is annually PAT tested and provide to the Council proof of such PAT testing.
58. Traders may request a 16-amp direct electricity supply to their stall from the Council. The provision of such supply is at the Council's discretion and traders will be charged in all circumstances regardless of what equipment is being used.
59. Any Trader found using any unauthorised electrical equipment or refuses to pay for any power supply, will have that equipment disconnected and may be immediately removed from the Market. A penalty notice will be issued, and any future bookings will be cancelled by the Council.
60. Traders are not permitted to use any generators.
61. Gas appliances may only be used with written approval from the Council. They must be professional installed and regularly tested with a certificate provided to the council.





## **CANCELLATION AND /CONSOLIDATION OF MARKETS IN SEVERE WEATHER.**

62. In Severe Weather, the Council may in accordance with the Management of Markets activate the Severe Weather Policy (a copy can be found in the information pack provided to all applicants and traders) in cancelling or closing the Market in its entirety, or alternatively close down certain areas of the Market and consolidate stalls and pitches in an area of the town centre as designated by the Council at the time.

63. Should the council decide to operate a reduced market, traders fees will be discounted to a rate proportionate to the space offered to traders.

64. Bromsgrove District Council through the Market Manager shall make all decisions related to the closure of trading due to adverse weather.

65. Where a decision is made to cease the day's trading due to adverse weather, vehicles may be escorted onto and off the high street by the market staff.

66. Traders may pack up their stall during trading hours due to adverse weather conditions but may not bring on any vehicles onto the Market Site unless permission is given by the Council.

67. The Council will not be responsible for any loss, damage or injury whatsoever resulting from adverse weather conditions until an investigation by a council insurance officer has been undertaken. See Incident policy attached in the trader's application pack.

## **TIDINESS OF THE MARKET**

68. Traders are required to remove rubbish and waste from their stall location and keep their trading area clean and free from refuse at all times throughout the trading day. Empty boxes & cartons must be removed as soon as practicable. Failure to do so may result in an additional charge being levied.

69. The waste bins provided in the Market area are for the general public use only and must not be used by traders for disposal of trade waste under any circumstances.

70. Traders are not permitted to put any liquids, other than uncontaminated water, into any drain.

71. Traders are responsible for leaving their site and surrounding area clean, tidy, and undamaged. If refuse and/or litter are left under or around a stall or pitch at the end of a Market Day, the Trader who occupied that stall or pitch will be informed in writing. Repeat offenders will be issued with a Penalty Notice.



72. Traders are legally required to provide to the council a statement on how their trade waste will be managed and disposed of responsibly.
73. The council is committed to reducing single use plastics. Traders are encouraged to utilise paper bags or promote the use of cotton/woven bags to their customers.
74. Any spillages of oil, fuel or other potentially slippery or harmful substances must be immediately cleaned up using appropriate cleaning fluids and reported to the Council. Should any damage or staining to the highway require cleansing by the Council the cost will be passed onto the Trader.
75. Traders must not empty, replenish or bring onto the Market Site during its operating hours any additional fuel.

### **RANGE OF GOODS**

76. Traders must not make any material change to the class of goods sold as indicated in their registration document without obtaining the prior written approval of the Council. Approval will only be given if the balance of the market is not directly affected.
77. The Council cannot provide any guarantee that traders selling similar goods will not be adjacent to or in the same vicinity of each other. Stalls will be allocated in accordance with the Bromsgrove Market balance of trade policy in paragraph 16.
78. Traders intending to sell second-hand goods must have written permission from the Council to do so, and all such goods must be clearly identified as second-hand, and any faults must be brought to the attention of any prospective purchaser. Traders are not permitted to sell second-hand electrical goods unless these have been appropriately PAT tested and are sold with certification of such testing.
79. It is the responsibility of traders to ensure any products sold by them conform to any relevant Trading Standards safety & compliance policies.
80. Traders must in all circumstances ask for proof of age when selling age restricted goods, if the buyer appears to be of a young age.
81. Traders who refuse any sale of age restricted goods, such as knives, blades or smoking accessories, are expected to keep records of such refusals. These can be requested by the council or trading standards at any time.



## **MARKET FEES**

82. Charges for use of stalls and pitches shall be fixed by the Council and reviewed annually, following consultation with the regular market traders. These are contained in the Bromsgrove Outdoor Market Information Pack “Market Charges.”
83. Stall fees can be paid either on the day or in advance. Failure to pay the required fee by the due date may result in the stall booking being cancelled.
84. No credits will be provided for advance bookings already paid if the trader, for whatever reason, is unable to attend on the booked date unless a minimum of two weeks’ notice of absence has been provided. Requests for credits must be made in writing within seven days of notification of absence and will not be made automatically.
85. No refunds, or credits, will be provided for inability to trade due to adverse weather conditions where the Council has opened the market for trading.
86. All issues relating to the payment of fees due to cancellation of the Market will be dealt with in writing within ten working days.
87. If a trader’s payment of fees is dishonoured, then all future bookings for that trader will be cancelled.
88. During the month of December, a premium fee will be payable from all casual and seasonal traders, please see the booking form for further information.
89. Back rents off no more than 2 weeks will be permitted. Should this occur than that trader will be at risk of losing their status and pitch on the market.
90. All backdated rents will be based on the regular traders normally allocation of stalls/facilities over the previous 4 weeks. At the council’s discretion and subject to the rents owed, traders may apply for this to be paid over no more than 2 weeks.
91. All market fees payable by traders will be collected by contactless methods with no cash or cheques being accepted.

## **CONDUCT**

92. All traders must comply with any direction given by the Council in relation to the operation and occupation of their stall, equipment, goods, and vehicles during operating times.
93. All traders and any persons employed by them shall conduct business in an orderly manner and shall not ring any bell, blow any horn, play any radio, use amplifying equipment,



use any smoke/fog machine, or use any other noisy instrument to attract the attention or custom of any person, unless written permission has been obtained from the Council.

94. All traders and any persons employed by them shall not engage in conduct which causes or is likely to cause nuisance, harassment, alarm, or distress to others nor incite or encourage others to act in such a manner.

95. Traders who have any issues with any other trader, must in all cases without exception raise this in the first instance in writing to the Market Manager/Council and must not take it on themselves or ask anyone on their behalf to address any issues.

96. The sale or display of any items or products which, in the opinion of the Council or Trading Standards, are likely to cause public offence or pose a threat to public safety is not permitted.

97. The Council reserves the right to terminate all bookings for a trader, without refund, in circumstances where the Council believes it reasonable to uphold a complaint against the trader or one of their employees in relation to the following: -

- a) Bullying, intimidation or the threat or use of violence against a member of market staff, another trader, other retailers, or a member of public.
- b) Sexist, racist, foul, threatening or abusive language against a member of market staff, another trader, other retailers, or a member of public.
- c) Any act of dishonesty or indecency.
- d) Failing to act in accordance with a reasonable request made by the Council or its appointed representatives.
- e) Any act/ behaviour likely to bring the Market or the Council into disrepute including inappropriate use of traditional media channels such as Newspapers/Radio/Tv or by any social media channels.
- f) In the opinion of Bromsgrove District Council, any act that undermines the reputation and commercial objectives of the market.
- g) Canvassing other traders or shop retailers with any malicious intent.
- h) Failure to clearly display refund policy to customers.
- i) Failure to display in a prominent position all certification legally required or as required in these market regulations.

98. All traders must display in a prominent position on their stall their trading/business name in compliance with Trading Standards.

99. Traders must not attend the market either under the influence of drugs/alcohol or have it on their person with intent to consume or supply whilst attending as a trader.

100. No smoking, drinking of alcohol or taking of illegal drugs is permitted whilst attending as a trader.

101. Traders are expected to make their own provisions in case of fire as appropriate which should be clearly documented in the risk assessment and method statement documents.



102. Traders must strictly adhere to all statutory health and safety rules and guidance pertaining to the activities they undertake and should ensure that they have all appropriate risk assessments and method statements available for inspection by the Council if so required.

103. No market trader is permitted to represent council market staff on council business.

### **COUNCIL PERMISSIONS/CONSENTS**

104. Any Council permission or consent relating to the market may be withdrawn up the Council at any time without notice.

### **DISCIPLINARY PROCEDURE**

105. Traders contravening any of these regulations will be issued with a Penalty Notice except when the regulations provide for another penalty such as suspension or immediate exclusion.

106. The Council may inspect the Market at any time during the Market Day and issue a Penalty Notice for any contravention of the regulations. A Penalty Notice may be issued for any repeated contravention committed on the same Market Day

107. Each Market Day will be administered individually. Any contravention will be applied for that particular Market Day and shall not prevent further Penalty Notices being served for contraventions on consequential Market Days except in the case of serious misconduct.

108. The following scheme will operate upon issue of Penalty Notices: -

- a. Receipt of three Penalty Notices within any 12-month period will result in First Suspension Notice being issued and a suspension for 2 Market Days. Fees will be payable for the Market Days from which the trader is suspended.
- b. Receipt of a further Penalty Notice within 3 months of having received a First Suspension Notice will result in a Second Suspension Notice being issued and a suspension for four Market Days. Fees will be payable for the Market Days from which the Trader is suspended.
- c. Receipt of a further Penalty Notice within 3 months of the second suspension will result in an Exclusion Notice being issued.
- d. A Trader who receives a Second Suspension Notice or an Exclusion Notice may appeal against their suspension within three working days of the receipt of either Notice. At the discretion of the Council, the trader may continue to trade at the Market until the determination of the appeal.



## **SERIOUS MISCONDUCT**

109. Any trader who in the Council's reasonable opinion commits serious misconduct will be liable to immediate exclusion from all Markets, including immediate removal of any goods on display. The Council accepts no responsibility or liability for the goods during their removal.

110. For the avoidance of doubt, the following will automatically constitute Serious Misconduct:

- a) Acts of dishonesty.
- b) Acts of indecency.
- c) Any deliberate act causing, or likely to cause, death or personal injury to a person.
- d) Acts bringing the Market into disrepute such as threatening behaviour, fighting, selling defective, fake goods or by inappropriate use of traditional media channels such as Newspapers/Radio/Tv or by any social media channels.
- e) Obscene and abusive language.
- f) Illegal trading.
- g) No or inadequate insurance cover.
- h) Persistent failure to pay Market Fees on time.
- i) Trading from any stall when the Market is cancelled.
- j) Selling replica firearms or offensive weapons of any kind.
- k) Selling solvents, cleaning fluids, lighter fuels, or any other restricted substances to persons under the age of 18 years of age without seeing proof of age.
- l) Failure to adhere to Trading Standards, Food Hygiene Regulations and Health and Safety requirements.
- m) Selling of alcohol (without a TENS Licence), drugs, vapes or any other age restrictive items to persons under the age of 18 years of age.
- n) In the opinion of Bromsgrove District Council, any act that undermines the reputation and commercial objectives of the market.
- o) Being under the influence or consumption of alcohol or drugs whilst in attendance on the market.

## **APPEALS PROCEDURE**

111. A trader may appeal in writing to the Market Manager against any exclusion or suspension within 3 days of the receipt of the notice.

112. A hearing for any appeal will be heard within seven working days. A trader may present his/her case or be represented. In any event the Market Manager or authorised representative will give their decision in writing.



113. The trader may further appeal to the Appeals Committee in writing within seven working days of receiving the decision letter from the Market Manager.
114. Traders are only permitted to be represented by an official market trader representative, who must be nominated by all of the traders on the market.
115. The decision of the Appeals Committee shall be final and binding except on a point of law.
116. At the discretion of the Council, a trader may be allowed to continue to trade pending the outcome of the appeal unless he/she shall withdraw his/her appeals.
117. The decision of the Appeals Committee shall be limited to one of the three following outcomes:
- a) Allow the stallholder appeal.
  - b) Suspend the stallholder preventing trading for a period not exceeding 3 months or such period as was set out in the Notice of Suspension whichever is the lesser.
  - c) Terminate the stallholder's right to trade on any of the Authorities Markets.

## **LEGISLATION**

118. Traders conducting from any Stall or Pitch a food business as defined by Regulation (EC) 852/2004, The Food Safety Act 1990 and any subsequent and amended legislation shall comply with such legislation and any amendments to the satisfaction of the Council's Environmental Health Officer.
119. All Traders conducting a food business from a vehicle or trailer must be registered with their local enforcing authority's environmental health department, under the provision of Regulation (EC) 852/2004, Article 6(2). Traders must provide the name of the local authority they are registered with at the time of application and must have achieved a minimum food standard rating of three.
120. All traders selling food must complete a food only trading booking form and submit all relevant documents as set out in the document checklist.
121. All traders selling food must ensure that all individuals handling food products must hold a certificate in Basic Food Hygiene.
122. Any additional staff working on a food business must hold a valid Level 2 certificate in Food Safety.
123. All catering traders must clearly display food allergen notices and have readily available any documentation to ingredients contained within any foods sold.



124. No trader will be permitted to have cooked and uncooked food on their respective units without food contamination measures being in place.
125. All of the above food related certification must be clearly displayed in a prominent position.
126. Each trader shall be required to display clearly on the stall or pitch, a notice in legible form setting out the trader's business name and town in which the trader's business address is located.
127. Traders wishing to sell alcohol from any stall or pitch must obtain a Temporary Event Notice (TEN) for all sales of alcohol as required by the Licensing Act 2003. A minimum notice of ten working days is required for each application. A Temporary Event Notice form can be downloaded from [www.bromsgrove.gov.uk](http://www.bromsgrove.gov.uk) or call 01905 822799.
128. Traders wishing to sell Lottery tickets must contact the Council's Licensing Department for advice prior to any such sales regarding their obligations and responsibilities under The Gambling Act 2005. Further advice can be obtained from the Gambling Commission.
129. Traders must make themselves aware of the Fire and Emergency Precautions for the Market Place and may be required to participate in exercises or briefings, to ensure that Fire and Emergency Procedures and Requirements are being complied with to the satisfaction of the Fire Service and the Council.
130. Traders shall comply with all statutory and other provisions, including Trading Standards. Consumer Protection and Health and Safety at Work Act requirements the Industry Guide to Good Hygiene Practice Markets and Fairs Guide ISBN 1-902423-00-3, to be observed and performed in connection with the Market and the sale of goods.
131. Traders shall ensure that all staff employed by them is legally entitled to undertake such work, either by age, qualification, or residency.
132. Traders must fully comply with all regulations and general laws which affect the conduct of their business.
133. Traders with animals must fully comply with any Animal Welfare regulations.

## **TERMINATION**

134. The Council reserves the right to withhold permission for a trader to occupy a stall or pitch at the Market, or to have a trader removed from the Market. This may be a result of a breach or non-compliance with these Terms and Conditions and may include where a trader:
- a) Fails to pay the requisite fee as set down in these regulations.





- b) Fails to abide by the set up or pack up conditions.
- c) Fails to abide by the Market's trading hours.
- d) Fails to adhere to the Traffic restriction Order on the High Street and any of its approach roads, such as Church Street, New Road, and The Strand.
- e) Fails to limit the products offered for sale to those stated by the trader to the Council at the time of booking.
- f) Fails to ensure all products and stall presentation are of an appropriate standard and keeps within the stall's curtilage.
- g) Commits a criminal act at the Market.
- h) Behaves in a manner that breaches the Code of Conduct set out above.
- i) Otherwise fails to abide by any of these Terms and Conditions.

### **GENERAL OPERATING PROCEDURES**

135. All complaints with regard to the general operation of the Market must always be raised in the first instance with the Market Manager and where applicable may be required in writing.

136. Liaison meetings between the Council and Market traders may be arranged and persons attending must be a current trader on the Market. Subject to council availability, these twice-yearly meetings will take place on Tuesdays in March and October.

137. The council welcomes market trader representatives however these must be through consultation and an election process, by all of the traders attending Bromsgrove Market. Notification must be received by the council in writing that a democratic process as been undertaken and a named representative appointed.

138. Prior to any proposed procedural or operational changes which affect all traders, the Council shall publish a consultation circular to which all traders are entitled to respond.

139. These Regulations and any other market policy or procedures which affect traders may be amended by the Council at any time. Any proposed amendments will be published in a consultation circular by the Council prior to any changes being made.

140. Traders will have the opportunity to cancel any future bookings, with a full refund, should they elect not to accept such changes.

141. All Traders, their contractors, and employees, are subject to the Terms and Condition for traders and by attending the Market are by default, agreeing to be bound by these Terms and Conditions.