



CAISTOR TOWN COUNCIL MARKET TERMS AND CONDITIONS

1. Times of the Market

Core trading times - Saturday 8.00am to 2.00pm

And such other times as the Council in their discretion resolve.

Traders agree to stand during the core hours of Caistor Market as set out above.

Any trader wanting to stay on the Market longer than the times stated they may do so provided they have the prior approval of the market officer but must be off the Market before 3.30pm

2. Application and registration for a licence to trade

All applications for a licence to trade must be made to the market officer on the official form.

Applicants need to declare the area of goods that they will be trading and notify the market officer of any changes to this.

All applicants will need to provide current insurance documents, a risk assessment and photo I.D.– before they can be granted a licence to trade.

Successful applicants will be awarded a licence to trade and the council will keep their relevant details and documents on file.

3. Regular/Casual Trader and allocation of pitches

Regular traders are traders who stand on Caistor Market most weeks and casual traders are those who stand on an irregular basis.

Regular traders will be allocated specific pitches in the market.

Pitches are allocated to casual traders on a first come first choice basis or by prior arrangement.

Should a regular stall holder be unable to attend, the Council would be grateful of prior notice (Wednesday before trading Saturday or earlier if possible) and reserves the right to approach a “similar” stall holder to fill the gap.

4. Market Place layout

The central trading area of the market square is demarcated.

Depending on the number of stalls booked, all or a section of this area will be designated for pitches, and the remainder clearly identified for car parking. Furthermore, the layout will strive to give all stall holders fair benefit of the market frontage and aim to ensure that that stalls are not “hidden” by other stalls. Positioning of stall holders requiring electricity or other services will be looked upon sympathetically and allocated pitches that best satisfy their needs whilst maintaining the integrity of the market layout principle as outlined above.

Caistor Town Council reserve the right to alter the layout of the Market Place from time to time in order to accommodate any works or other activities.

Caistor Town Council reserve the right to permanently alter the layout of the market.



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Advance notification of any changes will be communicated to regular traders giving at least 21 days notice.

5. Rents and payment

The current pitch rent for a single and multiple pitches will be available from Caistor Town Council website.

The pitch rent will be payable by the Wednesday of the week trading by BACs or on the day of the market by prior arrangement.

Where rents have not been paid on the day of the market the market officer reserves the right to refuse any future market trading.

6. Market Stalls / tables

Traders should provide their own stalls /tables/ gazebos for use. The council has some available for hire - Traders must notify the market manager by Wednesday prior to the market of any additional table or gazebo requirements.

A single stall is defined as space 16ft x 4ft and equivalent to a single car parking bay. Taking into account the sloping nature of the market place, and in consultation with the market officer, some stalls may need to align themselves with the sloping surface rather than the parking space outline. It is recommended that stall holder have their own wedges to level their tables as needed.

A stall holder may purchase spaces in multiples of that outlined above, subject to availability.

Traders use their own stalls/tables/gazebo at their own risk and must ensure that their public liability arrangements incorporate and insure against claims arising from their use.

Traders may not install heating apparatus of any kind without prior arrangement and all equipment must comply with relevant health and safety inspection and testing.

7. Terms of trading

Traders agree to comply with any statutory law or bylaw relating to retail markets and sales there from and agree not to offer for sale illegal, prohibited or counterfeit goods, or to offer for sale any "legal highs".

Traders selling food must comply with the food hygiene legislation and food labelling regulations 2018.

Traders must also comply with the minimum age requirements as determined from time to time by Trading Standards on Age Restricted Sales.

Traders shall not offer for sale any goods, which by reason of size, smell, noise, condition or nature are, in the opinion of the market officer, objectionable or inappropriate. Any goods identified as objectionable or inappropriate shall be removed forthwith from the market by the Trader. Disciplinary action will be taken, for any Trader who doesn't comply, as detailed below.

A Trader must not bring onto the Market or display for sale any of the following items:

- Guns



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- Ornamental weapons, including replica guns, swords and knives
- Combat knives, machetes and sharp bladed instruments
- Martial art weapons and other offensive weapons
- Air guns
- Catapults
- Cross Bows
- Tobacco
- Medicines, drugs or ancillary equipment
- “Legal highs”
- Alcoholic drinks, unless licence details are provided to the market officer
- Pet animals, or fish or livestock in contravention of the Pet Animals Act 1951 as amended by the Pet Animals Act 1983 or any statutory modification or re-enactment thereof from time to time in force
- Fireworks, inflammable substances, explosive or other substances or article likely to cause fire, explosion, damage. Excluding the contents of the fuel tank of any vehicle permitted to park in the Market
- Any product that is not the possession of the seller and that has been obtained by illegal means
- Items of a pornographic nature

Any trader selling items requiring a licence or certificate is responsible for obtaining such a licence or certificate at their own expense and is obliged to provide evidence of such immediately upon the request of the market officer.

Traders are not permitted to change the class of goods in which they trade without informing the Market Manager.

The licence to trade applies to the person named only and is non-transferable.

8. Electricity

Any stall holder wishing to access on-site electricity must obtain the approval of Caistor Town Council first.

All electrical equipment must be tested regularly by someone competent to carry out the test. Portable appliance testing (PAT) should be carried out on all portable appliances annually and six monthly for handheld devices in accordance with the IEE Code of Practice for in-service inspection and testing of Electrical equipment. Certification to be provided to the Council.

External plugs and sockets must be waterproof and the circuit breakers must work effectively. Cables must not be a tripping hazard and should be protected from accidental damage.

Electrical power shall only be used for the purpose of lighting and the operation of electrical scales and tills, or other agreed services.

Fires and heaters of any description are not permitted.

Traders will be held liable for any damage to any electrical installation provided by the Council if it is shown that the damage was caused by your actions or neglect.



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Traders may only run electric cables for lighting or other agreed services between your stall and other stalls or premises. Any electrical connections shall be easily detached and the detailed arrangements agreed with the Council. Electrical cables hung over the public highway will require a minimum clearance of 2.6m (8'6") from the footway surface and 5.6m (18'6") from the carriageway surface. Cables on the footway must not present a tripping hazard. Only equipment that has been authorised by the Council shall be connected to the Council's electrical supply.

Mobile electrical generators can only be used with the prior approval in writing from the Council. If the Council needs to have any appliance tested; a fee as set out in the Council's schedule of fees will be charged to the trader. Electrical boxes or pillars must be kept clean and clear of any debris or litter and kept shut / locked at all times whether or not in use.

9. Refuse

Traders are responsible for the proper bagging, or boxing, and disposal of all refuse arising from their business. Refuse must be adequately contained at all times. At the end of trading a pitch must be left clear of any waste, refuse and litter.

Traders will maintain their pitches in a clean and tidy condition at all times.

Traders must ensure that they do not at any time cause obstruction to pedestrian and emergency vehicle routes.

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10. Vehicle Access

No vehicle may be brought onto the Market between the hours of:- 8.00am and 2.00pm

Vehicle access is permitted only as follows:

Unloading: 6.30am to 8.00am Loading: 2.00pm to 3.00pm

a) The bringing of vehicles onto the Market outside of these times is an infringement of the existing Traffic Regulation Order and may result in action being taken by the Police and will also be dealt with under Regulation 14 below.

b) In adverse weather conditions, and at the discretion of the market officer, permission may be granted for vehicles to be brought onto the Market earlier than normal to load and leave.

11. Conduct

Traders admitted to the Market Place shall, at all times conduct themselves in a reasonable and sober manner, when dealing with, members of the public, other traders and officials of Caistor Town Council.

Any trader found causing offence, nuisance or injury to any member of the public, another trader or official of the council, or being under the influence of drink or drugs shall be dealt with in accordance with regulation 12 and in serious cases will have their licence to trade revoked without refund.

Traders agree to take reasonable steps to ensure the health and safety of themselves, their employees, and members of the public at all times whilst in attendance at Caistor market.

Traders shall comply with all reasonable and lawful requests made by council representatives.



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12. Insurance

All traders are required and obliged to carry their own current public liability insurance to cover to a value of at least £5 million (or a minimum of £1+ million with prior agreement by CTC), and indemnify Caistor Town Council against all actions, claims and demands from any person or loss, damage, injury arising out of, or as a result of trading on Caistor Market.

The Council will not accept any responsibility whatsoever for any claims or liabilities originating from or attaching to any trader's operation in the Market Place.

Traders are required to produce their insurance cover to the market officer as part of the registration process. A copy of the insurance certificate will be retained by the council.

Traders are responsible for providing the market officer with details of Insurance Renewal Certificates.

No one may trade on the Market Place without a valid Insurance Certificate being lodged with the Council.

13. Risk Assessments

All stall holders will be expected to undertake a risk assessment relating to their stall and attach a copy with the application. Sample risk assessments are available from the Market Manager.

14. Breach of Conduct and Disciplinary Process

The Council will monitor all traders' observance of all aspects of the Traders Regulations.

If in the opinion of the Town Clerk, or by a Resolution of The Full Town Council, an infringement has occurred they will implement the following disciplinary procedure.

I. The Market officer will write [letter to be sent by recorded delivery or email] to the Trader/s concerned outlining the details of the infringement. They will be summoned to attend a disciplinary panel, [date, time, location to be included in the letter] at which they will be invited to present their version of the situation.

II. The disciplinary panel will consist of the Town Clerk and two Councillors

III. The Trader/s have the right to be accompanied by a representative or friend.

IV. After all parties have had their say the Panel will consider the evidence in front of them and write a report for consideration by the Town Council at their next meeting. [For speed and expediency an extra-ordinary meeting will be called]. This report will include recommendations for any action required.

V. The Full Council will consider the report and determine the outcome, including any action that is to be taken.

VI. The decision of The Council will be conveyed to the trader/s by way of a Registered Letter within 7 days of the Council Meeting.

The normal course of disciplinary action will be:

i. On the first occasion the trader will be issued a verbal warning

ii. On the second occasion the trader will be given a formal written warning

iii. On the third occasion the trader will have their licence/registration to trade withdrawn.



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All warnings, verbal and written, will be recorded in the Trader's file. All warnings will be removed after a period of 12 months from the date of issue.

Any serious breach of regulations that are deemed as Gross Misconduct will result in a temporary suspension from the market whilst the process considers if the case warrants the permanent removal of the trader's registration/license to trade.

15. Grievance Procedure and Complaints

Traders with a grievance should in the first instance speak to the other party to try and resolve their differences. If this is not successful the trader/s need to inform the market officer, of their grievance. This should be in writing and outline the nature of the grievance/complaint, including the date and time the grievance took place.

The market officer will acknowledge the receipt of the complaint and grievance by Letter [Registered if sent by post].

The market officer will then follow the procedure set down in the Councils' Grievance and Complaints procedure.