

## **1. GENERAL REGULATIONS**

1. These Regulations shall apply to the conduct and organisation of all markets which are managed by Lichfield City Council. For the purposes of this document the 'Operator' is Lichfield City Council or any individual or company acting on the appropriate authority of Lichfield City Council.
2. Nothing in these Regulations shall be construed as placing an obligation on the Operator to provide a Market on each Market Day, but it is agreed that the Operator will endeavour to provide the Market except where prevented from doing so by circumstances beyond its control. To meet this obligation, the Operator may, at its absolute discretion, restrict, re-site or alter the layout of the Market.
3. All traders must provide the Operator with a valid Public Liability Insurance Certificate with a minimum cover of £5,000,000 and Registration with Environmental Health (if selling consumable goods). Traders unable to produce documentation will forfeit their right to trade until they are able to do so. These documents will be subject to annual inspection.
4. All Traders must notify The Operator immediately, in writing, of any changes to the details provided in their original application to trade form, including Emergency contact details; it is the traders' responsibility to ensure the Market Operator is in receipt of up-to-date details.
5. No Trader is permitted to trade from the Market until their application to trade has been processed and accepted by the Operator.
6. All Traders must adhere to Government guidelines as may be issued from time to time, including but not restricted to; social distancing, wearing of face masks, provision and use of hand sanitiser etc.
7. The Operator will retain all Traders contact details and records in line with current GDPR legislation.

## **2. ALLOCATION OF STALLS**

1. Any person wishing to obtain a Stall or Pitch should contact the Operator for written information about market days, times, rents and where to attend for the allocation of a Stall or Pitch.
2. The allocation of Stalls or Pitches will be at the absolute discretion of the Operator. The selection will be based upon the range of goods represented on the Market at the time when the Stall or Pitch is to be allocated, the balance of goods represented on the Market at the time when the Stall or Pitch is to be given, and the length of time and how often any Trader interested in the Stall has been trading at the Market.
3. So far as is practicable, the Operator will ensure that Regular Traders are allocated the same Stall or Pitch on each Market Day. Exceptions may apply during government restrictions i.e., social distancing and one-way pedestrian traffic.
4. Stalls/pitches cannot be transferred without written permission from the Operator. Stalls/pitches cannot be sublet.
5. Each Trader shall accept full responsibility for, and indemnify the Operator 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 the membership of The National Market Traders Federation (under their insurance provision) or by other arrangements.

## **3. ATTENDANCE AT MARKET**

1. Traders must arrive by 8.30am in order to secure their stall/pitch. After 8.30am the stall/pitch may be let to another trader.
2. Traders will continue to trade from their stall between the advertised opening hours of the market unless otherwise authorised by the Operator. No trading activity will occur after these times.
3. All Trader's vehicles must be removed from the Market Site and/or its approach roads no later than 15 minutes before the start time i.e. 8.45am. No Trader's vehicles will be permitted on the Market Site between

the advertised market opening times without the express permission of The Operator. Between these hours vehicles must be parked away from the Market Site and not obstruct any highway, other public rights of way or approach to the Market Site.

4. If a trader needs to leave the market during the trading day then all goods must be walked off the market site, the market operator must be informed as soon as possible.
5. Loading times are 4pm - Tuesdays, Fridays (all year), Saturdays - 4pm (Winter) 4:30pm (Summer). Changes to loading times are broadly set in-line with time changes between British Summer Time and Greenwich Mean Time. All vehicles must be cleared from the Market Square within one hour of the end time of the Market. In certain circumstances the Operator may advise Traders of a requirement to clear the Square at an earlier time due to relocated Markets, Fairs or other events. Such requirements will be communicated to traders in good time.
6. No parking on the Market Square outside of the provision above is permitted without the express consent of the Operator; failure to adhere to this condition may result in action being taken under the Disciplinary Procedure (Section 11).
7. There is no Market held on the Tuesday following Spring Bank Holiday (Bower Fair). For Tuesday traders this occasion is to be taken as 'holiday'.
8. Non-attendance will be subject to arrears, unless a dispensation for such arrears is granted. If such a dispensation is requested, it must be submitted in writing to the Town Clerk, together with reasons why the dispensation should be granted. The Market Officer cannot grant such dispensation. At the discretion of the operator, a general dispensation regarding arrears may be given to traders in certain circumstances (for example, self-isolating, shielding etc as experienced with COVID-19). The Operator may request appropriate confirmation of entitlement to such dispensation (e.g. GP letter) and/or require certain documentation prior to a return to the market (e.g. a negative COVID test). Full details of any such general dispensation and conditions thereof will be circulated to traders by the Operator as and when such circumstances arise.
9. Non-attendance - where there are 4 consecutive absences by a trader, and explanations provided for such absences are not considered acceptable by the Operator, termination of stall/pitch will be considered.

#### 4. MARKET STALLS/PITCHES

1. **Friday and Saturday Markets** - a pitch of 10ft x 10ft (3m x 3m) will be allocated onto which the trader may erect a stall. Traders requiring any extra area will be required to purchase an additional pitch. **Tuesday Market** pitch size calculations remain unchanged from previous arrangements. A service charge, not greater than that levied for the first pitch, may be charged for any and all additional pitches hired. Such additional service charge provision is not enforced at the time of preparing these terms and conditions due to COVID-19; if such provision is to be reintroduced, Traders will be given a minimum 14 days' notice.
2. Traders are not permitted to move Stalls/Pitches from the set positions.
3. There will be authorised exceptions where it is impractical to trade from a Stall. Written authority will be granted by the Operator to the Traders concerned, including authorisation by the Operator as to the method of trading to be used by the Traders.
4. All gangways where the public has access between Stalls or Pitches and to the front and rear of Stalls or Pitches must be kept clear at all times.
5. Traders will be allocated a Stall/Pitch and must confine their trading activities on the Market Site to these areas. No merchandise or other items belonging to or associated with a Trader will be placed in any part of a roadway or passage on the Market Site, which is not part of their Stall or Pitch for longer than is reasonably required.
6. The 1 metre area on the edge of the Market Square that faces Conduit St, Market St and Breadmarket St is not the property of the City Council; no trade will take place within this area. Similarly, the cobbled area in front of St Mary's is not City Council land and should not be used for trading or storage. Traders are

particularly asked not to place any items against the fabric of the St Mary's building. Failure to comply with these requests may result in action being taken under the Disciplinary Policy (Section 11).

7. Traders shall take all steps to ensure that their Stall is kept in good condition.
8. The accessways to St Mary's Centre (this includes the kerb and road area directly opposite the entrance) and the entrance to the toilet block, shall always be kept clear of obstructions.
9. No Trader to keep any live animal at their Stall/Pitch except for guide dogs (unless authorised by the Operator).
10. All facilities on the Market Square and surrounds belonging to the Operator for the use by Traders shall be used only for the purposes for which they were provided. The cost of the repair of any damage caused to these facilities by a Trader will be recharged to that Trader.
11. Traders will be responsible for making good to the satisfaction of the Operator any damage which they may cause to the Operator's property during their occupancy of a Stall or Pitch or actions associated therewith.
12. No trader shall use additional bars to extend the size of Stall/Pitch or use extra area unless the Operator has granted authority.
13. Sale of alcohol on the market square is strictly controlled and any trader wishing to sell alcohol must gain prior written consent from the Council by satisfying the Council's requirements.
14. Stall Identification - Traders must display a trading name clearly visible from the front of the stall.
15. A first aid kit must be available at all times.

## **5. MARKET ELECTRICAL SUPPLIES**

1. Where Traders are required to use electrical ancillary equipment due to legal requirements, the Trader must provide to the Operator proof that their equipment has been checked by a qualified electrician every 6 months (PAT tested). No other equipment will be permitted.
2. A fee will be chargeable for power as outlined in your application. This must be paid in advance of the market.
3. Any Trader using unauthorised equipment, including lighting, will have that equipment disconnected and may face immediate removal from the Market.
4. No generators are allowed unless permitted by The Operator.
5. Connection to the electricity supply is via a round blue 16-amp plug, not a 3-pin plug.
6. Electricity is charged at £2.50 per appliance, per day.
7. Traders are to supply their own 110v light bulbs on Fridays & Saturdays and supply their own stall lighting equipment if required on Tuesdays.

## **6. CANCELLATION/CONSOLIDATION OF MARKET/SEVERE WEATHER POLICY**

1. The Operator may, under the Severe Weather Policy, (available on request) cancel or close the Market in its entirety, or close down certain areas at its discretion. Payment for stalls will be transferred to the next available Market day IF closure takes place before 12.30pm.
2. If the Operator cancels the market, no trader is permitted to trade on the Market Square, even if traders have their own way of trading (including from vehicles) without the express consent of the Markets Operator.
3. If the Operator determines that a scheduled market is to be cancelled due to weather conditions, then Traders will be informed no later than 4pm the day before the scheduled Market.

## **7. TIDINESS OF THE MARKET**

1. Traders are to take all refuse and/or litter home with them or dispose of same in the skip if provided. Skip is provided on Fridays and Saturdays ONLY (additional service charges apply). If waste and/or litter is left on any area of the Market Square (including the area around the skip) at the end of a Market Day, or littering by Traders on other land is evidenced, the Trader/s responsible may be given a Warning.
2. Any trader found attempting to dispose of rubbish/refuse from home or another market, will be (depending on the severity of misconduct) either be issued with a Warning under section 12 or be subject to suspension or exclusion from the Market.
3. Kitchen and toilet facilities on the Market Square are provided by the Operator for the traders' use only. They must be left clean and tidy and are not to be used as changing or fitting rooms by the general public. Any items left in the kitchen will be removed and discarded.
4. Friday/Saturday Market – Use of skip – All boxes are to be flattened and placed, along with all other rubbish, in the skip provided by the Council. Please leave your Stall/Pitch tidy. The public litter bins are NOT to be used for market waste.

## **8. RANGE OF GOODS**

1. A Trader must not make any material change in the class of goods sold as indicated in their registration document without obtaining the Operator's prior written consent. Approval will only be given if the balance of the market is not directly affected or there is an opportunity available through a stall/pitch vacancy to offer the range of goods previously sold at a vacant stall/pitch.
2. The Operator cannot provide any guarantee that Traders selling similar goods will not be adjacent to or in the same vicinity of each other. However, every effort will be made to avoid this.

## **9. FEES AND CHARGES**

1. Charges for the use of Stalls and Pitches shall be fixed by the City Council and reviewed annually as a minimum.
2. All fees to be paid in advance where practicable. Payments on the day of the market to be by Debit/Credit card ONLY– no cash, cheques or BACs will be accepted.
3. Pre-bookings are not confirmed until payment has been made. The Operator has the right to withdraw unpaid applications at any time.
4. Any Trader failing to meet their obligations within the required payment arrangements and accruing arrears will not be permitted to continue trading on any Market until their account is brought fully up to date to the satisfaction of the Operator.
5. Two trading days 'free holiday' will be granted pro-rata to those traders who have traded consecutively for 12 months, providing that at least 10 days' advance notice is given. Payment in full will be required for any further non-attendance unless the Markets Officer is able to receive full rent from letting the stall/pitch in question, on a charged basis, to another trader on the day.
6. No refunds, transfers or changes will be permitted once a booking has been paid for any reason unless the market has been cancelled by the Operator.

## **10. CONDUCT**

1. Traders must respond co-operatively to any direction given by the Market/Event Manager (or person acting in such capacity or other representative of the Operator) in relation to the operation and occupation of their stall, equipment, goods and vehicle during operating times and any direction of a security or safety nature.

2. A Trader 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, or use any other noisy instrument to attract the attention or custom of any person. Product promotion by shouting or 'pitching' is also not permitted without the express permission of the Operator.
3. A Trader 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.
4. Traders must not act in a confrontational/aggressive, verbally or physically abusive, dangerous, or disruptive manner to members of the public, other traders or representatives of the Operator. Traders in violation of this requirement will be subject to sanction under point 12 of these terms and conditions. A zero-tolerance policy to such behaviour will be pursued by the Operator
5. The sale or display of any items or products that, in the Operator's opinion, are likely to cause public offence or pose a threat to public safety will not be permitted.
6. Traders must drive within the Market area at a safe speed that is no greater than 5MPH, and with their hazard lights on.
7. Smoking or consumption of alcohol is not permitted behind any stall.

## 11. DISCIPLINARY PROCEDURE

1. Traders who contravene any of these Regulations will be issued with a Warning except when the Regulations provide for another remedy such as suspension or immediate exclusion.
2. Traders will be given a copy of any warnings issued and will be retained on the traders file for a period of 12 months.
3. The Operator may inspect the Market at any time during the Market Day and issue a Warning for any contravention of the Regulations. A further Warning may be given for any repeated contravention committed on the same Market Day.
4. Each Market Day will be administered individually. Any contravention will be applied for that particular Market Day and shall not prevent further Warnings being served for infringements on consequential Market Days except in the case of serious misconduct.
5. The following scheme will operate upon the issue of Warnings:
  1. Receipt of **three Warnings** within any 12-month period will result in **First Suspension Notice** being issued and a suspension for two of the Trader's usual Market Days. Rent will be payable for the Market Days from which the Trader is suspended.
  2. **Receipt of a further Warning within 3 months** of having received a First Suspension Notice will result in a **Second Suspension Notice** being issued and a suspension for four of the Trader's usual Market Days. Rent will be payable for the Market Days from which the Trader is suspended.
  3. **Receipt of a further Warning** within 3 months of the second suspension will result in an **Exclusion Notice** being issued.
  4. A Trader who receives a Second Suspension Notice or an Exclusion Notice may **appeal** against their suspension within 3 working days of the receipt of either Notice by writing to the Town Clerk and setting out their grounds for appeal. At the discretion of the Operator, the Trader may continue to trade at the Market until the determination of the appeal. (see Section 13).

## 12. SERIOUS MISCONDUCT

1. Any Trader who commits serious misconduct will be liable to immediate exclusion from all Markets.
2. The following are examples of Serious Misconduct; this list is not presented as being exhaustive:

1. Acts of dishonesty such as Police enquiries against any trader which results in legal proceedings or immediate removal.
2. Acts of indecency.
3. Any deliberate act causing, or likely to cause, death or personal injury to a person.
4. Acts bringing the Market into disrepute such as fighting, selling defective or fake goods.
5. Obscene or abusive language.
6. Abusive or confrontational behaviour towards Market Officers, persons acting in that capacity, or the Operator's staff whether in person or via electronic communication methods.
7. Trading whilst under the influence of alcohol
8. Illegal trading.
9. Breach of any emergency regulations that may be introduced either locally or nationally (e.g. COVID-19 response)
10. No insurance cover.
11. Persistent failure to pay Market rent on time.
12. Trading from the Market site when the Market is cancelled.
13. Selling replica firearms or offensive weapons of any kind.
14. Stallholders and their employees shall not sell the following items; sharp implements including knives, solvents, cleaning fluids, lighter fuels, or any other such substances to persons under 18 years of age.
15. Sale of medicines, i.e. paracetamol, drug related goods or cigarettes are not permitted.
16. A Trader who sublets a stall.
17. Failure to adhere to legislation that applies to Trading Standards, Food Hygiene Regulations, Health and Safety requirements, TENs Notices etc
18. A Trader who is licensed to sell alcohol doing so to persons under 18 years of age.

### **13. APPEALS PROCEDURE**

1. Traders may appeal in writing to the Town Clerk against any exclusion or suspension within 3 days of the receipt of the notice, clearly setting out the grounds for appeal. Appeals by text message, or that do not provide grounds for appeal, will not be accepted.
2. A hearing for any qualifying appeal will be heard within 7 working days. A Trader may present his/her case or be represented. In any event, the Town Clerk or authorised representative will give their decision in writing.
3. The Trader may further appeal to the Operator via the Chairman of the City Council's Markets Working Group in writing within 7 working days of receiving the Town Clerk's decision letter. An Appeals Committee will be convened by the Chairman of the Markets Working Group.
4. The decision of The Operator shall be final and binding except on the point of law.
5. At the discretion of The Operator, a Trader may be allowed to continue to trade pending the appeal's outcome unless he/she shall withdraw his/her appeal.
6. The decision of the Appeals Committee shall be limited to one of the three following outcomes:
  1. Allow the stallholder appeal; or
  2. Suspend the stallholder preventing trading for a period not exceeding 3 months or

3. Such a period as was set out in the Notice of Suspension whichever is the lesser; or
4. Terminate the stallholder's right to trade on any of the Authorities Markets.

#### **14. LEGISLATION**

1. Traders conducting from any Stall or Pitch a food business as defined by The Food Safety Act 1990 and any subsequent and amended legislation shall comply with such legislation and any amendments to the Operator's and Environmental Health Officer's satisfaction.
2. All Traders conducting a food business from a vehicle or trailer must be registered with their local enforcing authority's environmental health department and may be requested to complete a 'Permit to Trade form' for the local authority which the market falls under (Lichfield District Council). Traders must provide the name of the local authority they are registered with at the time of application.
3. Traders wishing to sell alcohol from any Stall/Pitch MUST obtain a Temporary Event Notice (TEN) by contacting the local authority Licensing Department for all alcohol sales as required by the Licensing Act 2003.
4. Traders wishing to sell Lottery tickets or offer a raffle MUST contact the local authority Licensing Department for advice before any such sales regarding their obligations and responsibilities under The Gambling Act 2005.
5. Traders shall comply with all statutory and other provisions, including Trading Standards. Consumer Protection and Health and Safety at Work Act requirements.
6. Traders shall ensure that all staff employed by them are legally entitled to undertake such work, either by age, qualification or residency.
7. Traders will comply with the conditions of the Single Use Carrier Bags Charges (England) (Amendment) Order 2021 and any subsequent related legislation that provides for charges to be levied on single use bags.
8. Traders will fully comply with all regulations and general laws which affect the conduct of their business, whether or not they are referred to within this section of the Terms and Conditions document.

#### **15. GENERAL OPERATING PROCEDURES**

1. Any complaints concerning the general operation of the Market should be raised in writing with the Deputy Town Clerk in the first instance.
2. Complaints received via text message will not be classed as an official complaint and will not be actioned.
3. A Single Stall or Pitch can be made available by The Operator for charitable purposes and will be charged at the rate for such as set by The Operator.
4. The Market Operator may take photographs of stalls and market layout on each market day, these photographs will be kept by The Operator as a record of layout and/or weather conditions.
5. Photographs of products/produce available on market days will be taken by the Operator for use on social media to promote the Market. The Operator will not take or publish pictures of individual stall holders or their staff without seeking their express permission.
6. Wherever possible, the Operator will actively promote the market on each market day to generate customers. Photographs of produce may be displayed on social media to showcase the range of items available on the market.
7. The Market mobile will be switched ON during Market Days, Tuesdays, Fridays and Saturdays from 7am until 5pm only.
8. All traders must agree to the terms and conditions set by the Operator whether they are a casual trader or long-standing trader.
9. If a trader wishes to become a permanent weekly trader, a retainer fee equivalent to one Stall/Pitch is payable to the Operator, this is kept as an additional day's rent 'in hand'. A trader must give the Operator two weeks' notice of termination of their intention to leave the market in writing to the Town Clerk. The

Operator also has the same right to terminate the trading agreement by giving the Trader two weeks' notice of termination in writing from the Town Clerk or Market representative.

10. This document can be updated at any time by the Operator, with the revised document issued to all Traders. Traders will be required to sign any such revised document if they wish to continue trading at Lichfield Markets. Changes to this document may be subject to consultation with Market Traders at the discretion of the Operator; the terms of any such consultation will be shared with Traders as such circumstances arise. Updates to this document can be authorised by:
- the Operator as a body (Lichfield City Council)
  - the City Council's Markets Working Group (via delegated authority from the Operator, such authority being granted by the adoption of this document by the Operator)
  - in emergency situations, by the Town Clerk in consultation with the Leader of the Council and the Chairman of the City Council's Markets Working Group. Any revisions under this authority to be reported to the Operator/Markets Working Group at the earliest opportunity
11. Any Traders wishing to oppose or question changes to this document (whether or not such changes are subject to consultation under point 9 above) should contact the Town Clerk in writing in the first instance.
12. This document was considered by the City Council's Markets Working Group at its meeting of 10 March 2021 and subsequently adopted by Council on 16 March 2021. It therefore constitutes a formal policy of Lichfield City Council that cannot be varied or amended by individual officers or members of the council outside of the scope included within this document.

Trader's Declaration:

***I hereby agree on my own behalf and for any person working on my stall(s)/pitches to be bound by the City Councils Terms & Conditions above:***

**Signed**

**Date**