



Burton upon Trent Outdoor Market Conditions of Occupation



Conditions of Occupation – Burton upon Trent Outdoor Market 2020

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1. Introduction

- 1.1 This document sets out information, guidance and “conditions of occupation” for traders with stalls in the outdoor market at Burton upon Trent. It replaces all previous market documentation.
- 1.2 On acceptance to occupy a pop up stall under the jurisdiction of the Council, the trader agrees to pay the appropriate charge as required and to comply with the “Conditions of Occupation”.
- 1.3 These “Conditions of Occupation” govern the use of a stall in the market by traders. Any trader who breaches any of these conditions will receive a written warning. Subsequent and persistent breach of these conditions may lead to the trader being removed from the market altogether.
- 1.4 The Conditions of Occupation should be regarded as complementary to the Council’s existing Financial Regulations and any other bylaws or regulations relating to markets.
- 1.5 For the purposes of this document:

“A Regular Trader” is a person who has traded continuously at the outdoor market in Burton upon Trent in the preceding calendar year and has agreed to comply with these regulations. Regular traders will be allocated a reserved stall(s) on their market day each week. A regular trader shall agree to pay the market charge, by cash, on the day of the market which they are attending, in accordance with the Conditions of Occupation.

“A Casual Trader” is a person who has permission to use a pitch or stall for the day of the market only and has agreed to comply with these regulations. A casual trader shall agree to pay the market charge by cash on the day of the market which they are attending in accordance with the Conditions of Occupation.

2. Setting up off stalls

- 2.1 Traders must occupy their stalls and have **all vehicles removed from the market area by 8.30am**. To help fellow traders and ease congestion it is desirable that once vehicles are unloaded, they should be **immediately removed** from the market area before detailed displays are set up on stalls.
- 2.2 Traders must remain trading in the market until 3:30pm unless all goods are sold.
- 2.3 No vehicles are allowed in the market area for the purposes of loading before 3:30pm unless specifically authorised by the Market Supervisor.
- 2.4 Rents are due **immediately** a stall is occupied and traders must ensure that the rent is **available by 8.30am** on each trading day.

3. Market charges and payments

- 3.1 The current stall charges are set out in Appendix A together with a list of current incentives. Charges will be reviewed on an annual basis.
- 3.2 Stallholders will be required to pay the full-agreed charge on occupation of the stall.
- 3.3 Payment for stalls must be made in cash only. Cheques will not be accepted.
- 3.4 Registered charities will be allowed to trade for half rent on one occasion per year, upon providing proof of their charity status.

4. Attendance & absence

- 4.1 In the event of a stall not being occupied by 8.30am on any market day, whether or not the stallholder has given prior notice to the Council or Market Officer of an intention not to occupy the stall, the Market Supervisor shall have the authority to permit the use of the stall for that day by another trader.
- 4.2 Absence from the market may not normally exceed three consecutive weeks. Any absence, or intended absence, from the market, must be communicated to the Market Supervisor, a minimum 24 hours' notice must be provided for each week of absence and approval obtained for each week of absence. The Council reserves the right to require evidence to support periods of absence in excess of two weeks with approval granted according to the merits of each case.
- 4.3 Regular traders not using their stalls for **three consecutive weeks** without written approval of the Council shall be liable to have the stall facility withdrawn.
- 4.4 Continuous or persistent periods of absence likely to disrupt the goodwill of the market or the granting of lettings may result in a regular trader losing their allocation.

5. Market cancellations

- 5.1 The Market Supervisor reserves the right to cancel a market due to adverse weather or any other reason at the discretion of the Market Supervisor.
- 5.2 If a Non Market Day has been declared due to health and safety concerns then no trader will be allowed to continue trading on that day.
- 5.3 Market days may be varied by the Council by virtue of public holidays and shall not be held on Christmas Day, Boxing Day or New Year's Day.

6. Allocation of stalls and layout

- 6.1 The Market Supervisor, or authorised officer of the Council, will have complete discretion on the allocation of stalls to new and existing traders.
- 6.2 East Staffordshire Borough Council reserves the right to relocate any trader, (either regular or casual) from their pitch in order to benefit or improve the appearance of the market or for special events.
- 6.3 Regular traders will have first priority over any stall position regardless of the duration a casual trader has occupied the market.
- 6.4 Casual traders are advised to attend the market by 08:00am and immediately report to the Market Supervisor to be allocated an appropriate market stall. The Market Supervisor will advise on all vacancies and will allocate a stall to the casual trader with consideration to the desired position, adjoining lines of goods, availability and practicality of the site position. The casual trader has no right to a guaranteed position on the market and should expect to be moved from time to time. Under no circumstances must casual traders occupy a stall without permission of the Market Supervisor or market staff.
- 6.5 In the event of a stall not being occupied by 08.30am on any market day, whether or not the stallholder has given prior notice to the Council or Market Officer of an intention not to occupy the stall, the Market Supervisor shall have the authority to permit the use of the stall for that day by another trader.
- 6.6 Traders not using their stalls for three consecutive weeks without written approval of the Council shall be liable to have the stall facility withdrawn.
- 6.7 A principal cause of concern among traders is the number of goods of one type being traded. Restriction of competition rules mean that if a trader wishes to stand on the outdoor market and a stall or position is available, then that trader is entitled to stand. In order to maintain a diverse offering of market stalls on the outdoor market, if a casual trader intends to sell similar goods to that of a regular trader then East Staffordshire Borough Council reserves the right to refuse the booking.
- 6.8 If there are no vacancies for new regular traders on the market, we will add applicants to a waiting list. When a permanent stall becomes available, a trader from the waiting list will be offered the opportunity to become a regular trader. When selecting traders to stand when there are a limited or lower number of spaces than traders, consideration will be given to the type of goods on offer and its benefit to the market in order to achieve a balance and breadth of trade.
- 6.9 The ultimate decision regarding positioning of market stalls lies with the Council management. If it is felt in the best interests of the market to adjust the stall layout plan, or location of the market, then notice in writing will be provided to any affected trader(s) who will be expected to comply with this decision. Consideration will be given to ensuring that the best available alternative position is provided to the affected trader – particularly the regular trader.

7. Trader's Details: Business name and goods

- 7.1 In compliance with Trading Standards, **traders shall display**, conspicuously and legibly on their stalls, their business trading name and town from which they operate their business.
- 7.2 Traders must notify the Market Supervisor of any changes concerning their business in order that the Council has correct records and contact points. Current information regarding names, addresses, telephone numbers and public liability insurance must be supplied.
- 7.3 All proposed changes in business name must be notified to the Council in writing for consideration.
- 7.4 Where a trader proposes to change the composition of his business arrangements e.g. a change in partnership or persons wishing to use a stall etc., the Council must be notified a minimum of one month in advance for consideration.
- 7.5 The Council reserves the right to see valid documentary evidence to support the change and to refuse changes where such evidence is not provided, inconclusive, or considered to conflict with the principles of allocation of stalls.
- 7.6 The allocation of a pitch or stall in the market is personal to the trader and may not be transferred to any other person.
- 7.7 The regular trader must obtain prior written approval from the Market Supervisor before changing the type of goods traded, or an extension of the range of goods traded, from those approved when his stall was allocated by the Council. Traders failing to comply will be asked to withdraw those goods from sale if objection is raised by other traders, and agreed by the Council.
- 7.8 The Council reserves the right to define approved items for sale where it considers the line of goods declared to be ambiguous owing to the use of a general or otherwise imprecise description.

8. Insurance

- 8.1 The trader shall indemnify the Council from and against all claims, actions, damages, losses, expenses and costs in respect of any explosion, fire, accident or injury to any person or property which may arise as a result of, or in connection with, the occupation or use of any stall or pitch or space on any part of the market. The policy should fully indemnify the Council against any claim for damages in negligence, however so arising, whenever such a claim is attributable to the negligence or fault of the trader or his/ her employee(s).
- 8.2 The trader shall hold a valid insurance policy for public liability claims **up to £5,000,000** per claim and the trader will produce such policy and the receipt for the current year's premium to the Council when required.

- 8.3 Both regular and casual traders **must** furnish proof of insurance when applying for a stall on the market. Thereafter traders **must provide annually** at renewal documented proof of a valid certificate of insurance.

9. **Health and Safety**

Health and Safety at Work Act

Traders must meet their duties under the Health and Safety at Work Act 1974 and associated regulations, especially their duty to anyone in their employment or others not in their employment that may be affected by their work activities and associated risks.

Further guidance available from: www.hse.gov.uk

All Health and Safety direction and decisions requested by the Market Officer must be followed by market traders at all times.

Storage of hazardous and flammable substances

Precautions must be taken to reduce injuries and damage caused by fires and explosions during the storage of flammable liquids in containers, all flammable or highly flammable must be stored in suitable containers with the lids in place.

Gas

Gas fixtures and systems must have appropriate certification from a competent person who is gas safety registered for LPG appliances.

Electricity

Electrical Installation certificates and Periodic Inspection Reports to BS7671 should be available for every mobile catering unit (Trade associations such as ECA, NAPIT or NICEIC also produce certificates based on BS7671). This inspection should be done by a competent electrician.

All electrical equipment should 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.

9.1 **Employers must display or have available their Certificate of Employers Liability Insurance**

9.2 A suitable first aid kit must be maintained and be readily available.

9.3 Traders must keep all gaps between stalls clear at all times.

9.4 Traders must keep goods and stock within the area of the allocated stall/pitch. **Encroachment beyond the allocated area is not permitted without the prior consent of the Market Supervisor.**

9.5 Encroachment into the 4 metre emergency vehicle clear-way will not be permitted at any time during the active market.

- 9.6 Any damaged stalls must be reported to the Market Supervisor immediately.
- 9.7 The cost of repairing or making-good any damages to stalls, fittings or other property caused by a trader, his employees or assistants, will be charged to the trader responsible for damaging the stall.
- 9.8 Stalls provided by the Council must not be adapted in any way, unless the prior approval of the Market Supervisor is obtained. Adaptations must be safe and secure without compromising the structural integrity of the stall. The Council will not accept any liability associated with such modifications.
- 9.9 No building out from the perimeter of the stall will be allowed. Extensions will only be permitted at the discretion of the Market Supervisor.
- 9.10 Stalls must not be loaded to the extent that they become dangerous or are likely to suffer damage. The hanging of heavy steelwork from roof poles is forbidden.
- 9.11 **Stalls must not be repositioned once erected.** Gangways must be kept clear at all times. Any projections from the stalls, or attachments considered dangerous must be removed immediately upon request of the Market Supervisor.
- 9.12 All traders are responsible for ensuring the best presentation of their pitch/stall. Should the trader fail to provide the required standard of presentation, then the Market Supervisor will be entitled to service notice on the trader and ultimately ask the trader to leave the market.
- 9.13 Stallholders shall provide a proper receptacle for refuse during and after trading. No litter of any kind shall be deposited on the pavement, roadway, or any passageway adjoining the market or elsewhere. **Each stall must be free from litter and refuse before the stallholder leaves the market.**
- 9.14 **All waste produced at the market should be removed by the trader at close of business.**
- 9.15 It is the responsibility of the trader to manage trade waste until the end of the market in a neat and tidy manner which does not compromise the safety and well-being of the public.
- 9.16 The trader must ensure that their trading areas are kept clear of trade litter at all times. Any trader failing to manage their waste in a responsible manner will be asked to leave the market.
- 9.17 Small quiet generators will be accepted at the discretion of the Markets Manager.

Generators need to be protected from inclement weather but have good ventilation at all times. It must be sited away from the public and/or in a protective cage on a hard standing or firm ground. External plugs and sockets must be waterproof and the circuit breakers must work effectively

Small generators should be placed on a bund enclosure to prevent ground contamination in the event of a fuel spill or mechanical failure: large generators often have bunds built into the design

A suitable (CO2) Fire Extinguisher should be within 5m of a generator

Fuel used for the generators must be stored in an approved container away from any ignition source and the generator itself. The safest form of fuel is LPG. It is recommended to use diesel rather than petrol to reduce the amount of fuel storage needed.

Generators must not be refuelled whilst the generator is still running.

Generators are also a noise source and can produce fumes. This must be borne in mind in the siting of the equipment.

- 9.18 No sound amplification equipment shall be allowed in the market area, with the exception of special events approved by the Council.

10. Conduct of traders, behaviour and discipline

- 10.1 Traders shall conduct their business in such a manner as to maintain good order, discipline and the reputation of the market.

- 10.2 The trader shall, at all times, conduct his business in an orderly manner without causing obstruction of the market or interfering in any way with the business of any other trader, and in compliance with instructions given from time to time by the Market Supervisor or market staff.

- 10.3 The trader shall at all time exercise courtesy towards members of the public passing through the market area.

- 10.4 The Council reserves the right to exclude from the market any trader:

Causing, provoking or participating in any altercation with another trader or member of the public, be it verbal or physical. Threats of violence, intimation, bullying or abusive language against the Market Supervisor or another authorised officer of the Council will not be tolerated;

Failing to comply with the Conditions of Occupation;

Failing to pay the required stall rents;

Failing to comply with any reasonable direction given by the Market Supervisor or other authorised Staff of the Council.

- 10.5 These Conditions of Occupation govern the use of stalls in the market by traders. Any trader who breaches any of these conditions will receive a written warning. Subsequent and persistent breach of these conditions may lead to the trader being removed from the market altogether.

- 10.6 Any behaviour deemed unacceptable shall render the trader:

Liable to a written warning

Liable to immediate suspension from the market, followed by:

Disciplinary proceedings which may result in a further period of suspension and / or immediate termination of all trading rights by the offending trader at any of East Staffordshire Borough Council's markets.

- 10.7 Any exclusion from the market may be immediate. However, it will be deemed a temporary measure pending full investigation by the Council.
- 10.8 Any investigation will be dealt with within three weeks of an exclusion taking place and the trader concerned informed of the decision of the Council within that three week period.
- 10.9 The Council also reserves the right to use other disciplinary measures such as written warnings prior to exclusion depending upon the nature of the misconduct. Exclusion may follow a maximum of two written warnings within two years.
- 10.10 Traders will have the right to appeal against any decision of the Council made under these Conditions of Occupation. In such cases, an appeals panel will be established.
- 10.11 Evidence will be provided to the panel by the Market Officer and any other relevant witnesses or character referees.

11. Appendix A: Key market information: contacts and stall charges

Location	Market Place, Burton upon Trent, Staffordshire, DE14 1HA.
Market days	Thursday, Friday and Saturday
Trading hours	08:00am – 04:00pm
Cost per stall	£23 per stall on Thursday, £15.50 per stall on Friday and Saturday
Stall size	3.65m x 1.82m
Contact Details	Catherine Grimley – 07966 342076 Martyn Peters – 07966 342035 Sam Edwards – 07966 342094 Arthur Causer – 07966 342024 Market office – 01283 508850 Customer service centre – 01283 508000 Email: markets@eaststaffsbc.gov.uk

Market Trader Details Form for Burton upon Trent Market

We are required to keep up-to-date records of all market traders including contact details, information about public liability insurance and eligibility to work in the U.K. All traders must supply the following details for our records.

Name		D.O.B	
Address			
Postcode		National Insurance No.	
Telephone No.		Mobile No.	
E-mail Address			
Vehicle Registration			

Stall Information

Goods traded:			
Please indicate which market day you would like to trade on:	Thursday	Friday	Saturday

Public Liability Insurance – to the value of at least £5,000,000

Policy Details			
Policy Number		Renewal date	

Emergency Contact

Emergency Contact Name			
Relationship			
Contact number(s)			

Markets Federation Membership (if applicable)

Federation Membership No.		Renewal date	
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I have received a copy of East Staffordshire Borough Council's Conditions of Occupation.

I agree to pay the appropriate charge as required and comply with the Conditions of Occupation.

Contact Preferences and Permissions

We would like to send you the latest news, updates and promotions from East Staffordshire Borough Council, by email, post and SMS. We'll always treat your personal information with the utmost care and we'll never sell personal information to other companies or organisations for marketing purposes.

Please select your how you would like to be contacted:

Email ()

SMS ()

Post ()

What we do with your personal data

We collect your name, date of birth and contact details for the purpose of booking Burton Market Hall. We will contact you from time to time to remind you of your booking; to let you know about

Changes which affect your booking; and to let you know if a booking you have registered for has to be cancelled. We will always keep your information secure and we will never sell your information to other companies or organisations for marketing purposes. We have contracts with third party companies who provide:-

- Bulk mailing services on the Council's behalf
- Software to store, manage and send email and SMS communications
- Customer management systems, which enable us to manage bookings and transactions you make.

We provide those companies with our customers' names and relevant contact details to enable contact via post, email or SMS message as applicable.

Print Name

Signed

Date

Please sign and return this completed form together with a copy of your Public Liability Insurance Certificate.