

Appendix A



SAFFRON WALDEN TOWN COUNCIL

Market Terms and Conditions and Licence to Trade

Version	Adopted Date	Minute Reference	Review Date
1	October 2018	A & S 496-18 (b)	October 2020
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Market Terms & Conditions & Licence to Trade

Saffron Walden Market is established by Market Rights namely:

- a) by grant from the Crown in the form of Charters and Letters Patent;**
- b) by Local Act of Parliament passed for the express purpose of establishing and regulating a market or fair, which generally incorporates the whole or some part of the Markets and Fairs Clauses Act 1847;**
- c) under powers in Public Acts, i.e. The Food Act 1984 (as amended).**
- d) Parliamentary statutory instrument no 1123 of 1979**

The following definitions shall apply:

“Casual trader” shall mean any person who has traded for a period of less than eight consecutive weeks.

“Regular trader” shall mean a person who has traded for eight consecutive weeks or more and has applied and been granted regular traders’ status by the Town Council.

“Trader” shall mean any person, who has completed a “Trader Application Form” and provided correct documentation, agreed to pay current charges, and abide by “Terms & Conditions of licence to Trade”, and has been granted permission to trade by the Town Council to trade at Saffron Walden Market.

“Town Council” shall pertain to the market operator: Saffron Walden Town Council.

This Agreement shall be between the Saffron Walden Town Council, the “Town Council”, and the “Trader”. For the avoidance of doubt the Operations Manager, who is employed by the Town Council, shall be their delegated representative responsible for the day to day operation of the market and the person responsible for implementing and enforcing the Terms & Conditions herein.

The Operations Manager has authority to delegate to the Market Officer any day-to-day matters.

A. Allocation of Pitches:

1. No person shall trade from any area designated as a market area by the Town council except from a Professional Type Gazebo stall which must be weighted down (unless it is an existing trader who has permission to continue to use their existing stall) or an existing mobile vehicle and from a pitch which has been allocated to them by the Town council. All Traders must supply their own stalls, equipment etc.

2. No person shall trade unless they have provided proof of current “Public Liability Insurance” cover. Insurance documents will need to be in the name of the person applying to trade, with two (2) further proofs of identity. A person applying to trade as an employee of a company will need to provide a current copy of the companies

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“Public Liability Insurance” which covers “employer’s liability”, with two (2) further proofs of identity. Other legal or specified documentation may be required to trade as requested by the Town Council.

3. A Trader who has traded for a period of eight (8) consecutive weeks or more may apply for “Regular Trader” status. On application a one-off payment of one month’s rent is payable.

This payment shall be redeemable upon the Trader leaving the market subject to the satisfactory notice being given in writing (one month). For avoidance of doubt the money shall not be redeemed where a Trader is in arrears, or any other payments or penalties are owed.

4. A Trader shall only occupy the pitch which has been allocated to them by the Town Council. For avoidance of doubt where a Trader occupies any additional space or where a Trader occupies a different pitch area, the Town Council reserves the right to apply additional charges or move the Trader back to the pitch or pitch size they were originally allocated.

5. No person shall trade unless permitted to do so by the Town Council and only upon the satisfactory completion of a “Trader Application Form”, agreement to the “Terms & Conditions of licence to Trade” and to pay the current charges.

6. A Casual Trader shall only occupy a pitch on the day of trading as directed by the Market Officer and under no circumstances will this guarantee any future availability of any pitch.

7. A Regular Trader’s pitch may be reallocated by the Town Council if it is not occupied by 07.30 hours and no notification has been received by the Market Officer beforehand (i.e., traffic problems)

8. In the event that a Regular Trader’s pitch becomes available for reallocation, an existing Regular Trader may request to move to this vacant pitch. All reallocation requests will be at the Market Officers discretion after considering the following criteria that includes, but are not limited to:

- a) First request received
- b) Suitable separations of similar trades/goods
- c) Suitability of pitch and trade
- d) Whether the applicant has been a regular casual trader.

9. No tenancy, other legal estate or interest should be created (or deemed to be created) by the allocation of any pitch to any persons and no compensation will be paid upon the non-reallocation or termination of said pitch.

10. The allocation of any pitch is the prerogative of the Market Officer, and a Trader shall not assign, sublet or permit any person or employee responsible for conforming to these conditions & current charges) to occupy or use the stall or pitch or any part thereof without the Market Officer’s prior permission.

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11. No Trader may, without prior written approval by the Market Officer, make a material change in the type and class of goods sold on or from their pitch.

12. The Market Officer will endeavour to ensure that a good balance of trading opportunities exists on the market, providing the appropriate balance of products and having due regard to the current EU Competition Laws. The Operations Managers decision on the similarity of lines and stalls shall be final.

13. The Market Officer reserves the right to refuse permission for the sale of any particular goods or articles.

14. The Market Officer reserves the right to alter the layout, increase or reduce the size of any pitch, review the product types sold on the market and to initiate changes to the balance of the market as deemed appropriate.

B. Payment:

1. The charges for pitches will be as advised annually by the Town Council and may be subject to change.

2. Payment of all agreed charges will be made to the Town Council in advance by bank transfer, cash, debit card or by crossed cheque accompanied by a current banker's card, as and when requested by the Market Officer. *Refer to current Market Pitch Charges Document.*

3. A Regular Trader must, by arrangement with the Town Council, pay the agreed charges in advance on the 1st of each month.

4. Refunds of advance payments will only be made in exceptional circumstances and at the discretion of the Town Council:

- Please refer back to A: 3 of this document
- Please refer to C: 5 of this document

5.

1. Your pitch size for the **Tuesday** market is..... If your stall extends beyond this size the Town Council's officers will ask you to reduce your stall to the correct size. REFUSAL TO DO SO MAY RESULT IN YOU LOSING YOUR PITCH.

2. Your monthly **Tuesday** rent is £..... This will be subject to annual review by the Town Council's A&S Committee and may be changed at the Council's discretion.

3. Your pitch size for the **Saturday** market is..... If your stall extends beyond this size the Town Council's officers will ask you to reduce your stall to the correct size. REFUSAL TO DO SO MAY RESULT IN YOU LOSING YOUR PITCH.

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4. Your monthly **Saturday** rent is £..... This will be subject to annual review by the Town Council's A&S Committee and may be changed at the Council's discretion.

C. Absence:

1. A Regular Trader will be permitted a maximum of four (4) weeks annual leave from the market per calendar year without prejudice to their normal trading position, providing their absence is confirmed by filling in and returning the appropriate form, in writing or by contacting the Market Officer/Town Council by phone/email at least two weeks in advance.

Failure to complete and return appropriate form will be recorded as non-attendance. Traders will not receive any reduction in rent for any holiday period.

2. If a Regular Trader is unable to attend the market, they must inform the Market Officer or Town Council by no later than **07.30hrs** on, or before, the day of their absence.

3. If a Regular Trader fails to contact the Market Officer or Town Council on or before **07.30hrs** on the day of their absence this will be recorded as an un-notified non-attendance.

4. A Regular Trader who is absent will relinquish the right to his/her usual trading position for the period of that absence. The Town Council will be able to let the pitch to a Casual Trader in the trader's absence.

5. Subject to the Operation Managers discretion Traders will not be charged rent for any Market Day where they have been issued with a valid certificate from a doctor/hospital signing them unfit to work subject to this being handed in to the Town Council prior to the market day.

The Town Councils policy is to allow a period of up to 8 weeks grace on holding open pitches and non-payment of rent for those who have submitted an accepted valid certificate signing them unfit to work. After 8 weeks any concession for non-payment of rent and holding open the trader's current pitch will be at the discretion of the Council.

D. Frequent Irregular Attendance:

1. Where a Trader has been absent **without authorisation or notification** on two (2) or more Concurrent occasions, the Trader will be sent an email or letter by the Town Council, this will confirm their absence and notify them that the Town Council reserves the right to take further action.

2. Where a Trader is absent **without authorisation or notification** on the third (3rd) concurrent occasion, the Town Council will send the Trader a further email or letter notifying them that they have lost their rights as "Regular Trader" and they will now be deemed a "Casual Trader" and from this point on the Town Council has right to let their allocated pitch without further notice.

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3. The Town Council reserve the right to remove a Trader's "Regular Trader" status or to take action against any "Regular Trader" in the event of a three (3) week period of notified absence, (unless for some authorised or acceptable reason e.g., holidays, seasonal trade, illness etc. which has been notified to the Town Council) and for any long-term irregular trading patterns.

E. Businesses Selling Food:

1. The Food Safety Act 1990 (General Food Hygiene) & Food Regulations 2006 (including any amendments) shall be complied with so far as they affect moveable and/or temporary premises in respect of the following:

a) The placing, design and construction must aim to avoid contamination of food and harbouring of pests.

b) The provision of appropriate facilities for personal hygiene.

c) Surfaces in contact with food must be easy to clean and where necessary disinfect.

d) Adequate provision must be made for cleaning food stuffs and the cleaning and where necessary disinfection of utensils and equipment.

e) An adequate supply of hot and/or cold potable water must be available.

f) Adequate arrangements for storage and disposal of waste must be in place.

2. The Food Safety (Temperature Control) Regulations 1995 (addition EC Regulation 852/2004, Annex II, Chapter IX, part 5 and 6) shall be complied with by ensuring that no food raw materials, ingredients, intermediate products and finished products likely to support the growth of harmful bacteria, or the formation of toxins at temperatures which would result in a risk to health are kept at any stall/pitch. Relevant foods that need temperature control must be held at or above a minimum temperature of 63° Centigrade (hot holding) or kept at, or below, a maximum temperature of 8° Centigrade (Chilled). General Food Regulations 2004 and EC No 178/2002(Traceability).

3. Food traders must legally be "Food Registered" with their local authority 28 days prior to selling. Traders must provide details of registration to the Town Council

4. The aforementioned clause E1, E2 and E3 must be strictly adhered to by all food traders. Notwithstanding any legal action taken for infringements; failure to adhere to these requirements shall be deemed a material breach of these "Terms and Conditions of Trade" and shall lead to a termination of their Trading Agreement and the Trader will be required to vacate their pitch immediately.

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5. Dependant of type of food business, traders must provide Food Hygiene Cert level 2 or equivalent. Named employees of traders must also be food hygiene trained/certified to work on Saffron Walden Market.

6. The Trader warrants that they shall comply with all applicable laws and regulations at all times. For the avoidance of doubt, it is the Trader's responsibility to know and implement all current laws and regulations relating to their trading.

Traders selling food stuffs are encouraged to inform the Environmental Health Department at Uttlesford District Council 01799 510510

F. Vehicles:

1. On market days, no person shall bring onto the market area any vehicle for the unloading of articles or goods later than 08.30 hours or at any time prior to this time if in the Market Officer's opinion undue congestion will be created, or that the next following condition could not be complied with.

2. All vehicles shall, on market days be cleared from the market by 08.30 hours whether unloading has been completed or not.

3. No vehicles shall, on market days, be brought onto the market area for the purposes of loading before the notified market core leaving time, without the agreement of the Market Officer.

4. No vehicles shall be halted for unloading or loading in any part of the market longer than is reasonably necessary, nor in such a manner as to hinder or obstruct unreasonably any other vehicles or pedestrians.

5. No vehicles shall be driven or halted in any part of the market except as permitted or directed by the Market Officer and no vehicle may be stationed on the market unless within the trader's allocated pitch or if he / she has been allocated a separate pitch for trading; for which a charge will be levied. Traders must display a valid permit in their vehicle at all times.

6. Only the Market Officer has authority, due to weather, conditions to allow traders to finish earlier than normal trading times and/or may let vehicles on the market for safety reasons.

7. All Traders must display a valid parking permit in their vehicles at all times whilst on the market area.

G. The Employment of Young Persons

1. Licensees / Tenants are required to comply with the provisions of the Children and Young Person Act 1933, the Education Act 1944/1948, the Employment of Children's Act 1973, and any other Act, Local Acts or Byelaws relating to the employment of young children.

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2. No child below the age of 14 years shall be employed.
3. No child shall be employed without first having obtained an employment card issued by Essex County Council or their local County Council. Employment cards must be produced when requested by the Market Officer or his authorised representative.
4. No child shall be employed on Saturday, or on any school holiday, for more than 4 hours and a continuous period of six hours, must be allowed for rest between 07:00 and 19:00 or any day in which the child is employed.
5. No child shall be employed in offering goods for sale or in handling cash in any premises where retail trade or business is carried out.

For the purpose of this regulation, a child is any person of statutory school age. Employed includes assisting in the trade or occupation even where the child receives no monetary reward and includes any child related to the Licensee / Tenant

H. General Conduct of the Market:

1. No Trader, or persons they are responsible for, shall bring, convey through or deposit any goods or articles in such a manner as to cause an obstruction or nuisance within the market area or its environs.
2. No Trader, or persons they are responsible, for, shall discharge or permit discharge of any matter into any drain or sewer within the market area or its environs.
3. No Trader, or persons they are responsible for, shall deface, damage, or neglect any property of the Town Council. In such instances the Trader will be held fully responsible and liable for any damage or injury caused, and they shall pay to the Town Council, on demand, any costs incurred and all costs arising out of any claims.
4. No Trader, or persons they are responsible for, can make alterations or interfere with any fittings, equipment or facilities provided in connection with the market. Nor shall they hinder or interfere with any persons, organisations or companies in the provision of services or while carrying out works/duties within the market and its surrounding area. Traders will be held accountable for any claims cost and claims arising.
5. Electrical devices shall not be connected to the market supply unless they comply with the current approved electrical standards, regulations, and practices. It is the Trader's responsibility to ensure that their equipment meets the appropriate standards and to provide evidence of compliance to the Town Council annually or on request.
Electricity may only be used for the powering of low energy lighting, energy efficient freezers / fridges or tills and or small items relevant to the sale of the goods on the stall and for no other purpose.
No electric heating or cooking devices are allowed to be connected unless with the agreement of the Market Officer and relevant charges being paid.

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6. All traders and persons under their control shall:

a) Take all practicable steps to keep his stall or pitch and the immediate environs free from waste, fruit or vegetable matter or any other market litter and to prevent such litter from being blown beyond the confines allocated to him.

b) Remove all the waste from their pitch during and at the end of the trading day and keep and leave the pitch in a clean condition **Note:** any waste left behind on pitch/market area by the trader/employee will be deemed as fly-tipping and may incur further action or charges.

c). No waste of any kind is to be deposited in the street waste bins by traders or their staff, Failure to adhere to this will result in a fixed penalty notice for fly tipping.

7. Other than "Guide/Hearing dogs", no Trader nor his employee shall bring to or keep at any stall, mobile or site any animal or dog or permit any animal or dog under his control to follow him or roam the market area.

8. A Trader, or persons under their control, shall not use on any stall or pitch any flammable substances, explosives, fireworks or other articles capable of causing fire, explosion, damage or nuisance be brought to or kept at any stall or pitch.

9. A Trader's goods, articles or equipment shall not be placed beyond nor allowed to overhang the boundaries of their stalls or pitches, unless agreed by the Market Officer, nor shall any pedestrian route between stalls be obstructed in anyway.

10. All Traders and persons under their control shall conduct themselves in an orderly manner and shall not obstruct, hinder, cause nuisance or do any other act which is likely to cause disruption to the proper conduct of the market. Where any person is guilty of conduct which is likely to interfere with proper use of the market by the public or other traders, including premises abutting the market, it will be deemed as a material breach and may result in them being asked to vacate their pitch.

11. The Market Officer on behalf of the Council will permit, decide or give an opinion, and act generally in all matters in the day to day running of the market. All Traders and persons under their control are required to carry out any reasonable request or directions given by the Market Officer or other Town Council staff for the overall general operation of the market.

12. Traders will display and maintain in a prominent position at all times on each stall, mobile vehicle or pitch a legible and conspicuous sign bearing the name of the person or business and contact details.

13. Traders will only be permitted to sell goods or services, either by "barking" or with the use of amplified equipment, if the Market Officer or Town Council deems this does not cause a nuisance to others.

With the exception of stalls selling electrical goods or CDs and records, the use of amplified sound is prohibited. Special permission must be obtained from the Market Officer for one-off circumstances and an entertainment licence may be required, this is the stall holder's responsibility.

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14. The attention of the Traders is drawn to their responsibilities under various legislation concerning the sale and exposure for sale of goods or articles; but not limited to, Weights and Measures, Trade Description, Fair Trading, Sale of Goods Act, any other related consumer protection legislation, and Health & Safety; any breach of which, notwithstanding actions taken by others against them, may result in disciplinary action by the Town Council which could lead to termination of any Trading Agreement.

15. The permanent market will be open for trading for the general public between the hours shown below, except when such days are public holidays:

Tuesdays, 0900 to 1600hrs

Saturdays 0900 to 1600hrs

16. The market operates a “**Core Trading Time**” of **0900 to 1530hrs** all year round: This means Traders need to be setup and trading by 0900hrs and can stop trading and pack away from 15.30hrs with vehicle allowed after 16 00hrs unless by prior agreement with the Market officer.

17. Traders cannot sell goods by a “mock auction”.

18. The following codes of conduct are to be always adhered to:

- The safety and wellbeing of the Town Councils employees is paramount and any actual or perceived offer of bribery, physical or verbal intimidation, abuse or threatening behaviour towards any employee will result in instant removal from the market and any future right to trade at the market and the immediate loss of any trading pitch as detailed in section J (2) below.
- No swearing or arguing.
- No fighting.
- No drugs
- No Hawking. Goods must not be sold outside of the pitch area.
- The sale of alcohol is not permitted unless express written permission is given by the Operations Manager and the person selling alcohol has a personal licence to do so.

Stallholders and any person employed to work on their stall must be dressed appropriately whilst trading on the market. Specifically, tops must be worn at all times.

19. The Licensee / Tenant shall comply with and ensure that all servants comply with all relevant statutes, statutory Instruments, Local Acts, Byelaws and Common Law.

20. The Market Officer, may where reasonably necessary for the wellbeing of the general Public, the market itself, or other Licensees / Tenants, prevent any Licensee / Tenant from employing in any capacity whatsoever and whether paid or unpaid, any person, provided that such refusal may only be exercised after representations have been made by the Licensee / Tenant or his representative to the Operations Manager.

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The Operations Manager's decision is final.

Trading Regulations

- ❖ It is the responsibility of all Traders to acquaint themselves with the Trading Regulation(s) regarding their own specialist area and abide by them.
- ❖ Where it is required, the Traders must ensure that all staff are properly trained to meet the necessary Standards and Regulations. Certificates of proof must be made available to the Market Officer on request.
- ❖ Traders must ensure that they comply with all relevant legislation with regard to the employment of minors.
- ❖ Traders must acquaint themselves with and strictly abide by the Health and Safety Policy of the Market.
- ❖ Traders must co-operate with the Market Officer regarding Risk Assessments of the Market as a whole and individual stalls.
- ❖ Traders must acquaint themselves with the Equal Opportunities Policy of the Town Council and conduct their business in accordance with the Policy.
- ❖ Traders must acquaint themselves with the Shoppers Charter and conduct their business in accordance with the Charter.
- ❖ No real fur, counterfeit, replica guns, drug related or adult entertainment goods to be sold or displayed.

I. General Complaints:

1. The Market Officer on behalf of the Town Council will permit, decide, or give an opinion, and act generally in all matters in the day to day running of the market. The Market Officer will seek to deal with all complaints quickly, fairly, and professionally. The decision of the Market Officer must be complied with.
2. Traders or their employees who feel aggrieved by a decision of the Market Officer may register an appeal to the Operations Manager who will investigate and review further.
3. If the matter remains unresolved, a further appeal or complaint can be progressed to the Town Clerk who may (at his/her discretion) refer the matter to an appropriate Town Council committee.

J. Market Disciplinary Procedure:

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Please note this is a guide and is not exhaustive.

1. In most circumstance breaches of our “Terms & Conditions of Licence to Trade” can be sorted out easily and quickly. This is normally done by discussion between the Trader and the Market Officer and would warrant no further action.

2. Action by the Town Council may be taken against any “Trader” for continuous or serious breaches of Saffron Walden Market “Terms & Conditions of licence to Trade” and will be processed by the following means by the Operations Manager.

- a) Verbal warning (confirmed in writing)
- b) Written warning
- c) Final written warning
- d) Suspension (for a period to be determined by the Operations Manager, to a maximum of 8 weeks)
- e) Permanent ban

A trader is at liberty to appeal any decision reached having due regard to item I General Complaints as above.

3. The penalty imposed, or action taken for any particular incident will depend on the seriousness of the breach and any previous penalties imposed. Examples of conduct which would normally warrant more serious action such as instant dismissal from the market include, but are not limited to:

- a) Serious breach of conduct or behaviour, which in the reasonable opinion of the Market Officer brings the market into disrepute.
- b) If the Trader is convicted for selling counterfeit or stolen goods or is in receipt of a caution, formal warning or similar offences from the Trading Standards, the Police or any other Government Agency.
- c) Assault, including verbal assault or abuse of a member of the public, Town Council Officers or other Traders.
- d) Failure to make payment of their pitch fee, outlined within the time limit as specified by the Market Officer.
- e) Failure to comply with the current Health and Safety requirements affecting their stall, market site or environs.
- f) Failure to comply with the trading regulations above.
- g) Continued and constant undermining of the Market Officer’s authority and / or obstructive behaviour which prevents the Market Officer from carrying out his/her duties effectively.

4. The Trader will be notified in writing of any action taken against them.

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5. All formal action taken will be held by the Town Council for a maximum period of 12 months.

6. At this stage any complaints or grievances from the Trader regarding the action taken would need to be made to the Town Clerk who after investigation would come to a decision. This would then be conveyed in writing to the Stallholder and this decision is final. The trader may appeal to the Town Clerk who will take reference to the process as identified on Page 10, point 3.

EQUAL OPPORTUNITIES POLICY

The Saffron Walden Market Authority is committed to equal opportunities where it applies to either the running of or the trading on the Market.

This means that no-one will be treated less favourably or suffer any detriment on the grounds of sex, race, ethnic origin, marital status, age or disability.

This applies to:

- ❖ Trading on the Market, either as a casual or permanent stallholder, providing that they abide by the rules of the Market, can demonstrate their ability to do the job and meet the necessary requirements.
- ❖ Membership of any Saffron Walden Town Council Traders group.

The Market Authority is also committed to anti-discriminatory practices with regard to our service to our customers, clients, or contractors on the same grounds as above.

This means that on these grounds:

- ❖ Customers will not be abused in any shape or form, or refused service without good reason.
- ❖ No person will be treated differently to any other person when applying for services contracted by any Traders' Group or the Market Authority.

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SHOPPER CHARTER

Saffron Walden Town Council and the Market Traders wish to ensure that you enjoy the experience of Market shopping. We hope that you will find the Traders courteous and helpful and that the wide choice and variety of goods and services on offer represent good value.

It is our intention that you will not have problems with your purchases, but should any problem arise the law entitles you to protection when shopping at our Markets:

- ❖ Goods sold as new must not be faulty and must work satisfactorily.
- ❖ Goods must be safe and fit for the purpose for which they were purchased.
- ❖ Goods must be as described either verbally or on the label or packaging or otherwise.
- ❖ Services must be as described and carried out in a proper manner with the provider using reasonable skill, care and carried out within a reasonable time and at a reasonable price.

However, you are not legally entitled to compensation or redress if:

- ❖ You have simply changed your mind over the colour, style, size of the article, seen a cheaper product elsewhere, or have no further use for the goods.
- ❖ Damaged goods, which were made known to you at the time of purchase or as described by a notice.
- ❖ The goods have been mistreated or used for a purpose for which they were not intended.

If you are not satisfied with the goods or services you have received from any Trader whilst shopping at a Market, you should follow these procedures:

Approach the Trader concerned, taking with you any receipts, and explain the problem quietly and calmly. In most instances the problem is usually satisfactorily resolved at this stage.

If you cannot remember the stall location or cannot reach an agreement with the Trader, please contact the Market Officer on 01799 516 501 or 07825066732

Saffron Walden Town Council
Town Hall
Market Place
Saffron Walden
Essex
CB10 1HR
01799 516501
www.saffronwalden.gov.uk

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Please note: It is the Trader's responsibility to read and understand these 'Terms & Conditions of Trade'. Should you need assistance/clarification in this, please contact the Town Council.

I confirm I have read, understood, and agree to the "Saffron Walden Market- Terms & Conditions

<i>Signed by or on behalf of the Trader.</i>
Name. (Trader) (On behalf of the Named Market Trader)
Signature
Date
<i>Signed on behalf of the Town Council</i>
Name
Signature
Date

These Terms & Conditions are valid from October 2023
Saffron Walden Town Council
The Town Hall
Market Place
Saffron Walden
Essex
CB10 1HR

Please visit: www.saffronwalden.gov.uk for details of Saffron Walden Town Council privacy and GDPR policy.

