



Introduction

The need for Market Regulations

The market in Diss is an essential community facility to residents and visitors and is intended to offer affordable business opportunities for traders. Market trading is an important part of our local communities and ensuring that they continue to thrive and develop is part of Diss Town Council's commitment to the residents of and visitors to Diss.

The Council wants the market to provide an excellent standard of customer service, and customers to enjoy a positive experience and want to visit again.

These regulations set out the terms and conditions which must be adhered to by a Trader or a Franchisee granted a contract to trade on the Council's market on the Market Place or at Mere's Mouth. These regulations define the Council's rights as the market operator, and the standards and obligations the Council is placing on the Market Trader.

Any Trader or Franchisee who is granted a contract to trade in the Council's markets must accept and agree unreservedly to abide by these regulations.

These regulations are intended to be fair and reasonable whilst providing the flexibility of the Council's market operation to meet the potential future needs of the market's customers. These regulations also set out penalties for breach and include a fair and clearly defined process to appeal certain decisions taken by the Council.

These regulations have been devised in the best interests of the Council, Traders and shoppers and replace any regulations previously issued by the Council. They will be enforced as such and must be read and agreed and will serve as the contract between you and the Council.

In the event of any conflict of interpretation the contract terms shall take precedence. In the event of any dispute concerning application of these regulations, the decision of the Maintenance Manager as Council's representative, will be final.

Details of the stall layout, pitch sizes and fees payable are available from Diss Town Council.

Future changes

These regulations may be revoked, amended or supplemented in such a manner that the Council may, in their discretion from time to time, direct. Traders are required to familiarise themselves and their employees.

Council will give traders 4 weeks prior notice to any amendments to the regulations.

The operation of the market is the responsibility of the Maintenance Manager (and his / her delegated colleagues) who is entrusted and authorised to apply discretion and judgement in the interpretation of the regulations.

Market Fees

1. Friday / Saturday - the rent is £4.16 per metre (£1.27 per foot). The Council offers a discount to Friday stallholders who pay quarterly in advance, but this does not in any way imply security of tenure, nor is any rent refundable.
2. Fundraising stalls - the rent shall be £6.10 payable in advance for a maximum of one 1.0 metre x 2.0 metre table. Larger pitches will be charged accordingly.
3. Promotional stands - the rent shall be £32.73 per day payable in advance. Larger pitches will be charged accordingly.
4. Speciality markets - the rent for the use of the Market Place for a Speciality Market shall be £253.75 per day, payable in full in advance.
5. An additional fee for use of electric will be levied.
6. Payments can be made in cash to the Market Supervisor, Maintenance Manager or Council Offices on market day or via bank transfer or cheque to Diss Town Council.
7. The fees are reviewed annually & the Town Council reserves the right to amend rental charges, with due notice.

1. Market Trading Regulations and Contract

- 1.1 Traders are required to comply with the directions of the Maintenance Manager and his team at all times.
- 1.2 Traders on the Market are required to comply with and ensure compliance by their employees and other persons acting upon their behalf, the provisions of their contract, these regulations, food stall guidance, all statutory regulations, and rules made by the Council.
- 1.3 Traders are required to conduct themselves in a manner which does not cause a danger, annoyance, nuisance or impediment to any other persons, traders, neighbouring businesses or members of the public. This includes the use of threatening or abusive behaviour, foul language, substance abuse or drunkenness whilst attending the market.
- 1.4 Goods that are counterfeit, offensive or dangerous may not be sold on the market.

2. Trading Days

- 2.1 Trading days for contracted traders are Friday each week and any additional days the Council allows.
- 2.2 Franchises are permitted Monday – Thursday by prior consultation with the Council.
- 2.3 The market will be closed on Christmas Day.
- 2.4 Where a trading day falls on a Public Holiday, Traders will not be given an alternative day apart from Good Friday when they will be allowed to trade on Maunday Thursday.

3. Hours of Access and Trading

- 3.1 Access for setting-up stalls shall be no earlier than 06:30 hrs on the day of trading.
- 3.2 All stalls shall be occupied by 08:30 hrs unless otherwise directed by the Maintenance Manager / Supervisor.
- 3.3 If a Trader fails to turn up without a reasonable excuse and is the subject of a contract then the Trader will remain liable for payment of the fee for that day notwithstanding their non- attendance.
- 3.4 All vehicles and or other equipment must be removed from the market by 08:30 hrs.
- 3.5 Permitted trading hours are 08:30 – 15:00 hrs on each Market trading day unless otherwise directed by the Maintenance Manager.
- 3.6 Vehicles shall not return onto the market before 15:00 hrs unless otherwise directed by the Maintenance Manager or his staff and must be offsite by 16:30 unless granted an implicit extension.
- 3.7 Stalls shall be kept clean, tidy, stocked and attended in accordance with your contract during trading hours.
- 3.8 In the event of temporary absence of the Trader a responsible adult person shall be left in control of the stall.

3.9 Whenever possible, Traders will be given prior notice of maintenance and other work on and around the market which could affect their trading activities. The Council will not be liable for any direct or consequential loss arising from work affecting the market.

4. Access by Vehicles

4.1 Traders shall comply with the permitted access hours and any traffic management directions made by the Maintenance Manager and his staff such as an allocated time to enter the market, a position for unloading and a direction of movement and point of entry and exit from the market.

4.2 Traders are required to comply with all Traffic Regulation Orders affecting the public highway. Details are available from the Diss Town Council website: www.diss.gov.uk

4.3 Whilst on the market all vehicles must be positioned to avoid obstructing other vehicles. All vehicles must be unloaded and loaded without delay and not left unattended with their engine running. Once unloaded or loaded they must be removed from the market without delay.

4.4 Only vehicle types and trailers authorised by the Maintenance Manager shall be brought onto the market. All vehicles and trailers shall be roadworthy, insured and in possession of an MOT certificate and current roadfund licence. All drivers must possess a full UK driving licence and be insured to drive the said vehicle.

4.5 Traders and their employees should park in the designated town centre car park next to the Job Centre on Chapel Street.

4.6 Any spillages of oil, fuel or any liquid must be immediately cleaned-up and reported to the Maintenance Manager or his team. Vehicles that leak oil or fluids will not be allowed onto the market.

5. Terms for Contracted Traders and Franchisees

5.1 Traders are granted a contract to occupy a specific stall or a "pitch" (space for a stall) on specified days of the week in return for a quarterly fee.

5.2 Contracts are for a term of 1 year and Diss Town Council will contact Traders prior to the end of the contract to establish if they wish to continue the stall or pitch hire for a further contracted period.

5.3 The Maintenance Manager in conjunction with the Clerk has the discretion to revoke the contract to occupy a pitch at any time and determine any compensation that may be offered.

5.4 Traders without a contract are deemed to be "casual or promotional" traders and may apply for a stall a week in advance when payment and insurance documents will need to be shown.

5.5 Casual traders do not benefit from the allocation of a particular pitch. The Landlords' intention is to ensure occupancy of all pitches on the market.

5.6 Traders are expected to attend in person on all the trading days specified in their contract. Non-attendance by a contracted Trader without good reason may result in non-renewal of their contract. In the event of non-attendance the Maintenance

Manager in conjunction with the Clerk has the discretion to waive the fee payable for that day in exceptional circumstances.

- 5.7 It is the responsibility of Traders to notify either the Maintenance Manager or a member of Council staff of any delay in attending the market (for example, because of illness, vehicle breakdown or other reasonable cause beyond the Trader's control). In the absence of doing so, Traders who fail to attend their stall by 08.00 may not be permitted to trade on that market day. No refund of stall fees will be paid in these circumstances.
- 5.8 For all other absences Traders must advise the Maintenance Manager - as soon as is reasonably possible in advance of the trading day and by no later than 07.30am on the trading day in question. Failure to attend without formally notifying a Diss Town Council representative, other than in exceptional circumstances, and after two un-notified absences per contract period, will be considered a disciplinary offence.
- 5.9 It may be necessary to relocate pitches from time to time. The Landlords will give Traders as much notice as possible in this event. However, this may be on the market day itself in exceptional circumstances.
- 5.10 The Trader must not assign, transfer, sub-contract or licence the benefit of this contract to any other person or company.
- 5.11 The Council reserves the right to charge any Trader or their employees the full cost of any damage to property owned by the Council.

6. Payment of Fees

- 6.1 Traders fees can be paid direct by Bacs, Cheque or Cash.
- 6.2 Failure to pay within 10 days of the invoice date may result in termination of contract.
- 6.3 The fee for the collection of unpaid stall fees or charges on each occasion will be £10.
- 6.4 If adverse weather conditions or similar prevent trading for part or the whole of the day the Maintenance Manager has the discretion to close the market.
- 6.5 Non-attendance by a Trader on a regular basis or without good reason may result in termination of their contract.
- 6.6 An additional fee for use of electricity will be levied.

7. Size of Pitches

- 7.1 Stall sizes are as per agreement and agreed in advance with the Council. All rents are calculated per stall as per the schedule of fees set out by Diss Town Council.
- 7.2 The space in front of the stall is for the purpose of serving customers and pedestrian access only. All storage and stock must be held within the agreed trading area. Standing out of stock onto the pavement is not permitted beyond the boundary of the agreed pitch.
- 7.3 Any goods which are hung from overhangs must not obstruct circulation or present any risk of injury to the public or market staff.
- 7.4 Any electrical supply provision made by the Council shall not be adapted or overloaded and all electrical equipment used by a trader shall be restricted to 230 volts only, earth-

bonded and RCD-protected in accordance with current electrical regulations requirements. 230v electric cables shall be SWAC- armoured and all cables shall be enclosed in cable protectors. Generators are only permitted with the express permission of the Council.

- 7.5 Traders are required to provide cable mats (at their own expense), to ensure that trailing cables do not present trip hazards or any other hazard and are suitably protected.
- 7.6 All traders using liquid petroleum gas (LPG) must conform to LPG Code of Practice 24 and have the current annual Gas Safety Inspection certificate onsite.
- 7.7 Suitable hazard signage must be displayed so as to comply with the Health and Safety (Safety Signs and Signals) Regulations 1996.
- 7.8 Traders must exercise due care and attention of the stall frame, the canopy, awning and electricity supply at all times.

8. Charity Stalls

- 8.1 The number of charity stalls will be limited to 1 in any one market.
- 8.2 Charity stall fees are charged at £6.10 for a 2m x 1m table and £12.20 for a gazebo.
- 8.4 The Landlords reserve the right to terminate charity stalls with 1 weeks' notice.

9. Sale of Fresh Food

- 9.1 All Traders of foodstuffs shall display their name and address in a prominent position on the stall. All other traders shall display a prominent sign showing no less than their name and the number of their stall.
- 9.2 It is the responsibility of Traders to ensure all edible goods sold on the market are handled, displayed, priced and sold in accordance with trading standards' requirements and food safety regulations. **No livestock to be sold.**
- 9.3 Some types of goods may require refrigeration.

10. Refuse Disposal

- 10.1 No waste or refuse shall be left at the market. All traders will remove their waste at the end of the trading day.
- 10.2 Traders shall keep their stall(s) and the surrounding area free of trade waste/refuse and litter during trading hours.
- 10.3 Traders shall not discharge any noxious or foul liquid waste onto the paving or into any drains.
- 10.4 Traders shall not place any waste into any bins on the Market Place.
- 10.5 Traders have a legal duty of care to maintain the health and safety of their employees, other Traders and visitors to their stall. It is also the sole responsibility of Traders to ensure the safe management of waste in and around their stall, which if not handled properly can cause surfaces to become hazardous for slips, trips and falls.
- 10.9 A supplementary charge of £25 will be levied upon Traders who fail to comply with these

requirements on any market day.

11. Prohibited Goods

- 11.1 Traders shall not bring onto the market any inflammable liquids, gases, fireworks or similar articles which may cause fire or explosion. The exception being a gas supply for cooking food upon such conditions as the Council may direct.
- 11.2 No goods may be displayed or sold which in the opinion of the Council are inappropriate, dangerous or likely to cause offence to other traders or members of the public.
- 11.3 No goods may be displayed or sold that are counterfeit or in breach of copyright or patent.
- 11.4 No mains-powered electrical goods may be sold except for new items still in their original packaging.

12. Health & Safety Requirements

- 12.1 All Traders are required to undertake a risk assessment for their stall annually or as any change to operation occurs. This is to include set up, break down, supplier deliveries as well as trading and should be provided to the Council. The form for the risk assessment can be found at www.diss.gov.uk or alternatively from the Council Offices. The Maintenance Manager reserves the right to refuse trading if the risk assessment is not submitted or if, in the opinion of the Maintenance Manager, is not fit for purpose.
- 12.2 The Council shall not be liable for damage to any property or for any losses, claims demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Trader or any employee of the Trader or any person or body authorised by the Trader to be within the market area.
- 12.3 There are significant health & safety risks posed to themselves, the public and other traders whilst traders deliver goods and assemble or dismantle stalls.
- 12.4 Smoking is not permitted by Traders, their employees and suppliers within or near market stalls in line with 2007 legislation which banned smoking in enclosed/substantially enclosed workplaces and public spaces. Traders should not serve members of the public in any instances whilst smoking.
- 12.5 All traders are required to:
 - a) *Co-operate and comply with all directions of the Council and to ensure all instructions regarding health and safety issues are understood and applied by employees and contractors.*
 - b) *Take reasonable care of their personal health, safety and welfare and that of others who may be affected by their acts or omissions.*
 - c) *Wear high visibility vests when setting up/dismantling stalls and loading goods.*
 - d) *Assist the Council by reporting any accident or incident that has or may cause injury to a person or damage to property.*
- 12.6 Traders are required to pay particular attention to the hazards of:

- a) *Vehicle movements – Reversing, towing stalls and trailers.*
- b) *Stall erection – Handling of components and stability of partly-constructed frames.*
- c) *Sheeting – Fixing of stall sheets and clips during windy conditions.*
- d) *Trip hazards - Stall components, stock and electrical cables that create a trip hazard.*
- e) *Electrical safety - Power and lighting distribution from the supply boxes.*
- f) *Training – The use of unsupervised or untrained staff to set up and dismantle stalls. Working at height – set up and dismantling of stalls when standing on steps or ladders.*

13. Accidents

- 13.1 All accidents and “near misses” involving Traders, their staff or members of the public must be reported immediately to the Maintenance Manager for investigation and entry in Diss Town Council’s Incident report form (IRF). It is the responsibility of Traders to report all notifiable accidents and “near misses” occurring during stall set up and dismantling to the HSE, as required by legislation.
- 13.2 Traders should ensure their stalls are equipped with a First Aid Kit.

14. Traders’ Insurance and Identity Requirements

- 14.1 All licensed and casual Traders are required to hold and maintain valid insurance cover for third party public and products liability with a limit for claims of not less than £2 million, and employers’ liability insurance cover with a limit for claims of not less than £5 million.
- 14.2 Traders shall provide evidence of insurance cover upon application for a contract to trade, and on the yearly renewal of their contract. This data will be kept secure and confidential between the parties.

15. General Conditions

- 15.1 No child shall be employed upon the market except in accordance with statutory legislation.
- 15.2 Any sale by auction, canvassing, market research or personal questionnaire or any stall advertising or promoting a political or religious organisation is expressly forbidden.
- 15.3 Traders or Franchisees shall not display or sell any goods other than those agreed to by the Council.
- 15.4 Traders may only extend or change product lines with the agreement of the Council (which shall not be unreasonably withheld).
- 15.5 The Council reserves the right to restrict numbers of any particular type of stall, to determine whether the type of goods sold will benefit the market and town as a whole offering a good variety of stalls for residents and visitors and may exclude stalls where several other traders operate in town centre shops selling similar goods.
- 15.6 The sale of alcohol or alcohol-related products will only be permitted by express permission of the Town Clerk (the Designated Premises Supervisor) in the form a

licensing agreement, which must be available for inspection at all times.

16. Conduct, Disciplinary, Complaints and Appeals Procedure

- 16.1 Traders are responsible for their own conduct and that of anyone working on or in connection with their stall at all times while they are on the market.
- 16.2 A breach of these regulations/terms and conditions by anyone working on or in connection with a Trader's stall will be deemed to be a breach.
- 16.3 Traders will be liable to immediate suspension and/or termination for breaches of the regulations arising out of their conduct by the Council which is considered by the Council to be gross misconduct. In the event that a contract is terminated, the Trader shall not be entitled to compensation from the Council. The circumstances of the case will be considered by the Town Clerk.

Examples of gross misconduct which will normally justify termination of a contract are outlined below:

- a) Dishonesty.
- b) Under the influence of alcohol or illegal substances.
- c) Assaulting a member of the public, Council staff or another Trader.
- d) Verbal abuse, foul or abusive language, harassment, intimidation, discrimination or bullying towards a member of the public, Council officers or other Trader(s).
- e) Interfering in any way with the business of another Trader.
- f) In the reasonable opinion of the Maintenance Manager, the Trader brings the market into disrepute.
- g) Failure to comply with the requirements of any consumer protection legislation.
- h) Failure to comply with the requirements of food hygiene regulations.
- i) The Trader has been convicted of selling counterfeit products or has received a formal caution, formal warning or such other similar measure from the Trading Standards Service or any other enforcement agency.
- j) The Trader has persistently failed to make payment of the fee, within the time limit set.
- k) The Trader has failed to comply with the health and safety legislation affecting the market sites or any health and safety requirements notified to the Trader by the Council.
- l) The Trader fails to attend the market they are licensed to attend for 6 weeks or more during a calendar year.
- m) The Trader persistently infringes the Market Regulations.

If a Trader's contract is suspended rather than terminated and there is no prescribed penalty, the length of suspension will be decided by the Town Clerk.

17. Complaints

- 17.1 Complaints should be made in the first instance to the Maintenance Manager who will

seek to resolve same and issue a direction. If the complainant is not satisfied with the result the complainant should read the complaints policy which can be found at www.diss.gov.uk.

- 17.2 Complaints will be treated in confidence and all parties notified of the complaint and given the opportunity to respond. The complainant will be required to substantiate same under normal rules of evidence. If complaints are found to be vexatious then disciplinary action will be taken against the complainant.
- 17.3 Complaints made by a member of the public against any Trader will be notified to him/her in private and the Trader requested to resolve the dispute.
- 17.4 Any substantiated complaints may result in the removal of a Trader's contract.
- 17.5 Breaches of rules or regulations will normally be discussed with the Traders concerned as soon as the Maintenance Manager is aware of any breach. Traders will normally be asked to correct any breaches or comply with any rules in the first instance.
- 17.6 If a Trader does not comply with a verbal request, or if a further breach occurs on the same day, then a formal written notice will be issued as soon as possible.
- 17.7 Any written notice issued will remain active for a period of 6 months. If a further written notice is issued during this period, the Trader will be automatically suspended for the next trading day.
- 17.8 If any Trader incurs two periods of suspension in any period of 12 months, then their contract will be terminated. Traders will be permitted to reapply for a pitch but will be placed at the bottom of any waiting list.
- 17.9 Traders suspended or removed from the market are still liable to the fees due for any period of absence under their contract.
- 17.10 A Trader who has been suspended from the market or whose contract has been terminated, or has been refused permission to transfer their contract to another Trader, may appeal in writing to the **Council Leader** within five working days from, but not including, the day the Trader is notified of the decision against which they wish to appeal.
- 17.11 The Trader is entitled to request a hearing to make representations to explain why the decision against which they wish to appeal should be overturned. Such request must be made at the time of submitting the written appeal.
- 17.12 The **Council Leader** will conduct the hearing of the appeal in person within 28 days of receipt of the written appeal.
- 17.13 In considering any appeal the **Council Leader** will have access to any relevant documentation and may call to give evidence such person, including the Trader in question, as s/he considers appropriate.
- 17.14 The written decision of the **Council Leader** will be sent to the Trader within 14 days of the hearing to the registered address of the Trader, and will include an explanation of the reasons for the decision. There shall be no further appeal from the decision of the **Council Leader**.

Market Trading Agreement and Contract

Declaration

In signing this document, I/we hereby acknowledge that I/we are in acceptance of the Market Trading Regulations and agree to a contractual agreement to Trade or have a Franchise on the Market or Mere's Mouth with Diss Town Council.

Business Name of Trader/Franchise:

Trader/Franchisee Name

Address:

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Post Code:

Tel. No.: Email address:

Signature: Date: