



ENVIRONMENTAL SERVICES – JUL 2015

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ASSEMBLY ROOMS EMPORIUM RULES

The following Rules have been made and adopted by Lancaster City Council for observance by traders and all engaged at the Assembly Rooms Emporium, King Street, Lancaster.

1. DEFINITIONS

In these Rules the following definitions shall apply:

- (a) 'The Council' means the Lancaster City Council.
- (b) 'Market' means Assembly Rooms Emporium located in King Street, Lancaster.
- (c) 'Market Manager' means the Market Manager for the time being appointed by the Council and staff authorised to act on his/her behalf.
- (d) 'Stall' means a specified area allocated within the Market for the purpose of trading.
- (e) 'Permanent Trader' means a person who has a licence to occupy a particular Stall to trade for a given day/days per week.
- (f) 'Casual Trader' means a person who applies for a Stall on a daily or occasional basis, the allocation of a Stall depending on availability.
- (g) 'Trader' means a Permanent Trader or a Casual Trader.
- (h) 'Market Days' are Tuesday to Saturday inclusive each week (except Bank Holidays) and any other days on which the Council, in its discretion, determines that the Market shall be open for business.
- (i) 'Commodity' means the goods a Trader is allowed to sell and each Commodity shall be defined by the Market Manager.
- (j) 'Market Fee' means the amount of money payable by a Trader to use the Stall.

2. TRADING TIMES AND OCCUPATION OF STALLS

- (a) The Market shall be open for business on Market Days from 10.00 am to 4.30 pm Tuesday to Friday and 10.00 am to 5.30 pm Saturday throughout the year, except for Bank Holidays.
- (b) Traders must be present to trade during opening hours (unless prior permission is obtained from the Market Manager) either in person or they may arrange for a trusted appointed representative to staff the Stall in their absence (the Market Manager must be informed of this).
- (c) In the event of unavoidable non-attendance, the Stall must be covered securely and a note must be displayed stating when the Stall will be staffed again, unless an arrangement has been made with another Trader to look after the Stall and a note is displayed stating where items may be paid for (the Market Manager must be informed of this). Stock left unattended is at owner's own risk.
- (d) Stalls must be occupied by 10.00 am on Market Days except in accordance with Rule 2f.
- (e) No Trader shall close his/her Stall before the closing time specified in Rule 2(a) except in the case of an emergency.
- (f) In the event of any unavoidable delay due to a reasonable cause the Market Manager should be informed of the estimated time of arrival and reason for the delay before 9.30 am on the day of trading.
- (g) Permanent Traders must not be absent for a period exceeding two weeks unless a leave of absence has been agreed in advance by the Market Manager or unless, in the event of illness lasting more than 7 days, medical certificates are supplied for the period of absence. Market Fees are still applicable.
- (h) Absenteeism on a regular basis (for example over 10 Market Days in a year) or consistent late attendance may result in the application of Rule 15.

3. ALLOCATION OF STALLS TO CASUAL TRADERS

- (a) Prior to first attendance anybody wishing to trade in the Market as a Casual Trader must complete and submit an application form to the Market Manager who will then decide whether there is a vacant Stall suitable for use by the applicant.

- (b) Casual Traders must book in advance and must pay for the Stall by credit or debit card on booking.
- (c) The allocation of Stalls to Casual Traders will be on a daily basis.
- (d) Casual Traders who have pre-booked and paid but are unable to attend due to a reasonable cause must inform the Market Manager by 9.30 am on the relevant Market Day. The Market Fee paid will then be transferred to an alternative Market Day subject to an additional 20% surcharge payable in advance by credit or debit card.
- (e) Casual Traders attending for one day only must remove all stock at close of the day's trading.

4. ALLOCATION OF STALLS FOR PERMANENT TRADERS

- (a) Allocation of Stalls and consideration of applications from Permanent Traders wishing to move Stalls will be at the discretion of the Market Manager.
- (b) In the event of an application for a Stall by more than one interested party (for the same Stall), account will be taken of the application date and the proposed Commodity.
- (c) In the event of an application for an additional Stall by more than one Trader, account will be taken of each Trader's initial starting date and the proposed Commodity.
- (d) A licence will be issued to all Permanent Traders, one copy of which must be returned signed within one week of issue. Failure to return the signed licence will be treated by the Council as an acceptance of all Market Rules applicable if trading is undertaken.
- (e) Permanent Traders who decide to attend as Casual Traders will not be able to return to permanent trading for a period of 6 months.
- (f) All Permanent Traders will be invoiced for their Stall and must pay the monthly instalments as instructed on their monthly payment plan or by direct debit.

5. USE OF STALLS

- (a) Stalls are not to be altered or extended without prior consent of the Market Manager. Partitions to sub-divide Stalls require consent. For any alterations carried out the Trader will be required to return the Stall to its original state at the end of occupation unless, at the Market Manager's discretion, the Trader is informed otherwise.
- (b) Traders must obtain permission from the Market Manager to add fixtures and fittings to the structure of the building, including using the walls for display purposes.
- (c) All Traders are expected to provide their own Stalls and fixtures and fittings which should meet Health and Safety requirements and be of a professional standard and appearance as well as meeting any other standards required by the Market Manager in order to enhance the appearance of the Market as a whole.
- (d) Goods shall not be placed (whether on the Stall or on the ground) so as to obstruct the free passage of persons using the Market and the highway outside the building.
- (e) When closing the Stall at the end of trading, it is each Trader's responsibility to ensure his/her electrical appliances are switched off.

6. VEHICLES

- (a) Traders wishing to load/unload should do so in accordance with the loading restrictions as specified on signs displayed on the highway. Traders should not park on the forecourt or drive over the footpath in front of the Market.

7. GOODS

- (a) A Trader shall not stock, display or sell any Commodity other than that specified in his/her licence (Permanent Traders) or specified in his/her application form (Casual Traders) and/or agreed with the Market Manager and must at all times keep the Stall fully stocked with those Commodities.
- (b) A Trader must obtain prior written consent from the Market Manager for any change to the Commodity specified in his/her licence (Permanent Traders) or specified in her/her application (Casual Traders) and/or agreed with the Market Manager.
- (c) Traders selling food shall be responsible for due compliance with the Food Safety Act 1990 and all relevant Regulations. Any Trader selling food who fails to maintain a Food Hygiene Rating score of 3 or above for more than six months will no longer be allowed to trade in the Market and (if a Permanent Trader) will have their licence terminated with immediate effect. Any such Trader who then applies to re-attend the Market will only be allowed to at the discretion of the Market Manager and, in any event, not within six months of leaving the Market.
- (d) Any Trader found in possession of, or suspected of, selling goods of a counterfeit nature will be reported to Trading Standards and may face a lifetime ban from Lancaster City Council Markets.
- (e) No Trader will be afforded sole trading rights in any Commodity. However the Market Manager will endeavour to control Commodities to maintain a good balance of trade.
- (f) Traders purchasing goods from members of the public should ask for bona fide proof of identity before buying.
- (g) Where applicable Traders must register as a dealer in second hand goods and provide proof of such to the Market Manager.

8. GENERAL

- (a) Traders must arrange for their Stall to be supervised at all times to the satisfaction of the Market Manager in accordance with Rule 2.
- (b) Traders are required to keep and leave their Stall and the immediate surrounding area in a clean and tidy condition at all times.
- (c) Traders must ensure that any trade refuse created on their Stall is kept within the confines of their Stall and does not encroach beyond the boundaries of their Stall at any time. A Lancaster City Council trade refuse bag is kept in the café kitchen during the day for use by all Traders in the Market. When full, this should be placed next to the litter bin in front of the Market for collection at approximately 2pm. (The bag must not be left out after this time or overnight). It is each Trader's responsibility to ensure his/her refuse is placed in the bag and the bag is placed in the collection area when necessary. Any refuse left outside the front of the Market other than in accordance with this Rule may constitute fly-tipping which will be treated seriously and may lead to a prosecution.
- (d) Traders must arrange suitable public liability insurance cover of £5m (incorporating 'product liability' insurance for any type of food trade) in respect of their occupation of a Stall in the Market. Evidence of such insurance must be produced to the Market Manager prior to the first day's trading in the Market and subsequently on an annual basis.
- (e) Smoking is not allowed in any part of the building or around the entrance to the building.
- (f) Traders must ensure any portable electrical items are tested (PAT tested) by a registered electrician prior to use in the Market. These tests must be organised and paid for by Traders on an annual basis and all trader-owned portable electrical items must display a dated sticker as proof of such. Any item not displaying a current PAT dated sticker must be removed immediately from the Market, unless the item is less than a year old and the Trader can provide a receipt to prove this.
- (g) Traders are responsible for the installation, upkeep, PAT testing and repair of their own equipment and equipment appertaining to their own business (e.g. water heater/extractor/cookers/fridges/fans etc).
- (h) Traders who employ staff should keep a first aid kit and an accident book on their Stalls.
- (i) Traders are responsible at all times for the Health and Safety of themselves, their staff and others around them, and are obliged to comply with the Market Manager's reasonable instructions regarding Health and Safety.
- (j) The Market Manager must be informed immediately of any change of contact details.
- (k) Access to doorways, fire exits and the toilets must be kept clear at all times.
- (l) Fire extinguishers, fire exit signs and fire call points should be kept clear at all times.

9. MARKET FEES

- (a) A deposit equal to one month's Market Fees is payable by all new Traders prior to their first day's trading in the Market – this will be refundable on vacation of the Market providing the Stall is returned in the condition it was allocated, all the Trader's goods are removed from the Market, and all invoices are paid in full. If a Trader is allocated a Stall with "special offer" terms attached, the month's deposit will be at the special offer rate.
- (b) Casual Traders must pay their Market Fees in accordance with Rule 3.
- (c) Permanent Traders will be issued with an annual invoice which must be paid in full by the end of the invoice period and a monthly payment plan detailing the instalments which must be paid each month. Payment directions are printed on the reverse of invoices. Any Trader in default of the monthly payment plan attached to the annual invoice will be deemed in arrears and in breach of the Market Rules. In addition to this any such Trader will not be allowed to trade until the arrears are cleared and the monthly payment plan adhered to.
- (d) Cash and cheques may not be used to pay Market Fees.
- (e) The Market Fees applicable are subject to increase and will be re-assessed annually.

10. SALE OF BUSINESSES

- (a) Traders wishing to sell their business – i.e. stock, fixtures and fittings, and good-will – must notify the Market Manager and advise of a proposed date of termination of licence once a sale agreement has been reached.
- (b) The Market Manager must be introduced to and may wish to interview the proposed purchaser of the business.
- (c) It will be a condition of any sale that the incoming Trader must agree with the Council that the Commodity available on the Stall will not be changed for a period of 12 months from the date of purchase, and then only in accordance with Rule 7(b).
- (d) Traders who change their Commodity will not be allowed to sell their business for a period of 12 months (at the Market Manager's discretion).
- (e) The Market Manager reserves the right to refuse any applicant as he/she sees fit.
- (f) No Trader shall be allowed to sell a business if his/her account is in arrears.

11. COMPLAINTS

- (a) Complaints by Traders of any matters affecting the Market must be brought to the attention of the Market Manager, who will respond to the complaint within four Market Days.
- (b) If a Trader is not satisfied by the action taken on any complaint, he/she may refer the matter to the Chief Officer (Environmental) at Lancaster City Council.

12. TRADERS RIGHTS

- (a) The Trader, having kept these Market Rules, shall be provided with a suitable Stall for trading.

13. CONDUCT

- (a) A Trader shall not cause a nuisance or annoyance to any other Trader, the Market Manager, market staff or the general public.
- (b) A Trader shall not assault, harass or be verbally abusive to any other Trader, the Market Manager, market staff or the general public.
- (c) Any Trader who brings a child or children under the age of fourteen to the Market shall be responsible for the conduct of the said child or children, and in particular for any damage or nuisance caused by them.
- (d) Traders must comply with all regulations, orders and byelaws that may be in force from time to time.
- (e) If the Market Manager receives persistent complaints about a Trader's conduct, manner or business practices the Market Manager will bring these complaints to the Trader's attention to enable improvements to be made. If further complaints are received the Market Manager will apply the terms of Rule 15.

14. GENERAL AUTHORITY OF THE MARKET MANAGER

- (a) Traders and all attending the Market are required to observe and carry out the reasonable instructions of the Market Manager.
- (b) The Market Manager is responsible for the general administration of the Market including its management.

15. FAILURE TO OBSERVE RULES

- (a) In the event of a Trader failing to comply with or contravening any of these Market Rules, the Market Manager will issue an oral warning, followed by a written warning for a second offence. If a third offence occurs the Market Manager may in his/her absolute discretion forthwith terminate the licence of a Permanent Trader or deny a Casual Trader permission to trade in the Market and may re-allocate the Stall used by that Trader.
- (b) If a serious breach of the Market Rules occurs the Market Manager may choose to terminate a Permanent Trader's licence or deny a Casual Trader permission to trade again with immediate effect and without warning. Any Trader who re-applies to attend the Market after termination of a licence or denial of permission to trade will only be re-instated at the discretion of the Market Manager and, for Permanent Traders, this will be as a Casual Trader only.
- (c) As an alternative to the above, the Market Manager may consider suspending (and barring from the Market) a Trader for a period of time if it were felt to be more appropriate in the circumstances. In the event of a suspension the daily Market Fee would still be payable. If a suspension were to last for more than one Market Day, all stock would have to be removed from the Stall.